

COLLECTIVE AGREEMENT

Between

ONTERA

and

UNITED STEELWORKERS TC LOCAL 1976

Expires December 31, 2019

14956(01)

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PREAMBLE

The following rules and rates of pay shall govern the employees of **Ontera**.

The rates of pay for additional positions established shall be in conformity with the rates of pay for comparable positions of the same class shown in this Agreement and currently occupied. Such rates shall be subject to immediate review by the proper officer of the **Company** on request of the **Union**.

Changes shall be made in agreed basic rates of pay for individual positions only when warranted by changed conditions. When changes in basic rates of pay are proposed, the positions affected will be reviewed and compared with the duties and responsibilities of comparable positions by the proper officer of the **Company** and the **Union**, with the object of reaching an agreement of revised rates to maintain uniformity for positions on which the duties and responsibilities are relatively the same. Reduction in the basic rate of pay for any position will be made only when a permanent vacancy occurs in such position, and the amount of such reduction shall be applied to increase the basic rates of pay of other existing positions where an increase is required to bring the basic rates of pay of such positions in conformity with those of positions of which the duties and responsibilities are relatively the same.

DEFINITIONS AND INTERPRETATIONS

"**Company**" shall mean **Ontera**.

"**Management**" shall be understood to mean the **Senior Company Official of Ontera or Corporate Labour Relations Department, as applicable**.

"**Union**" shall mean the **Local Steward or other such authority of the Union**.

INTERPRETATION

Any question of interpretation which may arise will be adjusted by the **Union** with **Management**.

ARTICLE 1 - Scope

1.1 Employees assigned to service in **Ontera** within those classifications listed in the schedule of wages attached to and forming part of this Agreement, or who are regularly required to devote any portion of their time to work performed within those classifications, and all other classifications in **Ontera** as certified by the **Canada Industrial Relations Board** with additions or deletions as may be mutually agreed to from time to time, shall be considered as coming within the scope of this Agreement.

Interpretation

Supervisory or staff employees will not be used to do work covered by this schedule at any time when qualified employees in **Ontera** are reasonably available. When all efforts

to meet the situation by employees are exhausted, supervisory or staff employees may be used in emergency.

1.2 Employees will have the exclusive right to all positions incorporated in the accompanying wage schedule and any employees' positions subsequently added in accordance with the Preamble, and/or Article 1.1, also to any new employees' positions created by the absorption of other lines when vacancies in such positions occur. When newly constructed lines are taken over, all employees' positions on such lines will be considered vacant and any employee in line for promotion to them will have 15 days within which to make application for same.

ARTICLE 2 - Seniority Status and Lists

2.1 The right of promotion of employees in the various groups specified in the schedule of wages appended hereto and forming part of this Agreement shall extend over the entire **Ontera** system and shall be governed by merit, fitness, and ability. Where these are sufficient, the senior employee shall be given the preference.

2.2(a) When an employee is offered an official or other position by the **Company** not covered by this schedule, it is not obligatory upon him/her to accept. If he/she does so and an understanding is reached between him/her and **Management**, confirmed through the **Union**, he/she may retain rights to the position previously held for a period of six months. If he/she remains in such official or other position beyond six months, his/her previous position will be bulletined at once, but he/she may retain his/her standing on the seniority list. A person released from an official or other position after the six-month period may only bid in vacancies occurring within the seniority group from which promoted or work spare.

(b) The assignment held by an employee granted leave of absence to act as full time representative of the employees will, subject to the approval of **Management**, be protected during period of such leave, but during this period the employee concerned will be allowed to bid on other positions.

(c) Effective July 1, 1999, when an employee is offered an official or other position by the System not covered by this schedule, it is not obligatory on him/her to accept. If he/she does so and an understanding is reached between him/her and **Management**, confirmed through the **Union**, he/she may retain and continue to accumulate seniority for a period of one year. He/she may retain rights to the position previously held for a period of six months. After one year, his/her seniority will be frozen at that date unless he/she continues to pay the normal monthly Union dues. If he/she decides to suspend the payment of Union dues, their seniority will be frozen as of the month in which payment is stopped. A person released from an official or other position after the one year period may only bid in vacancies occurring within the seniority group from which promoted or work spare. This provision does not apply to employees promoted to the supervisory position in Moosonee.

2.3 If an employee is granted leave of absence from the **Company**, concurred in by the **Union**, for a period of six months or less, he/she may retain his/her position for that period. If his/her leave of absence is extended beyond six months, his/her position will be bulletined vacant at once and he/she may retain his/her seniority for an additional six

months after which he/she loses all rights. This is not intended to apply to cases of sickness and/or disability which are, in the opinion of **Management** and the **Union** bona fide.

2.4 Seniority of employees in each group covered by this Agreement will date from the time they last entered the service in such group; it being understood that employees temporarily out of employment on account of staff reductions will not forfeit their seniority, provided they are available when required.

2.5 A new employee shall be on a six months' period of probation from date of employment and if retained beyond this period will then rank on the seniority list from the date first employed in a position governed by this Agreement. In the meantime, unless removed for cause, which in the opinion of the **Company** renders him/her undesirable for its services, the employee will be regarded as coming within the terms of this Agreement. The six-month probationary period may be extended as required in consultation with the Union.

2.6 Occasional employees who are used when regular relief employees are not available will not establish seniority until they have 15 continuous days of service. Assigned days off not to be counted.

2.7 Temporary employees may be hired by the Company to perform non-skilled, non-technical type work on special projects or contract work on other than Company property. Such temporary employees will not accumulate seniority or be entitled to any benefits other than those prescribed by law. Upon completion of the project or contract work, such temporary employees will be released from service and their records will be closed. When necessary, a technician will be assigned to perform skilled work. If a supervisor is assigned to be present on the project site, a technician will also be assigned.

2.8 Lists of employees showing their seniority standing will be kept on file open to the inspection of all employees concerned. These lists will be subject to correction on proper representation from any employee, jointly to **Management** and the **Union** and a copy of same, corrected to date, will be furnished to the **Union** at the beginning of each year.

2.9 When two or more employees are employed on the same day, their seniority standing will be determined by the time they start work and they will be considered senior in the order shown on the list.

2.10 Seniority protests by employees shall be invalid unless filed jointly with **Management** and the **Union** within one year from date of first publication of the name in the official seniority list.

2.11 No change shall be made in existing seniority status unless concurred by the **Union**.

2.12 When a permanent assignment within an office becomes vacant, it will be allocated based on merit, fitness and ability. When these are sufficient, the senior employee shall be given preference.

ARTICLE 3 - Bulletining and Filling of Positions

3.1 All vacancies and appointments for 60 days or more shall be identified as temporary or permanent and bulletined over the entire **Company** within each seniority group with a copy to the **Union**. A position bulletined as temporary after having been continuously established for one year shall be bulletined as a permanent position, unless it is known at the time that the position will only continue to be required temporarily; if it is known prior to the expiration of one year that the position will be required permanently it shall be so bulletined except in case of sickness.

3.2 When vacancies are bulletined, the bulletins shall be numbered consecutively each year and shall state whether permanent or temporary and the rate of compensation. Applications for vacancies must be filled within 10 calendar days from date of bulletin and date of bulletin must coincide with date of first transmission.

EXAMPLE: A bulletin transmitted on the first of the month would expire at 12:00 midnight on the 11th.

3.3 Employees applying for a position advertised may, if they so desire, cancel their application by wire within 15 days from the date of advertising of the vacancy; should the senior applicant withdraw or not receive the appointment, the next senior qualified applicant who has not withdrawn will then be appointed without another bulletin being issued advertising the vacancy. After such period of 15 days a request to cancel or withdraw his/her application will not be considered and the position from which he/she is transferring will be immediately advertised and he/she cannot again bid in his/her former position until it again becomes vacant. Senior applicant who has not withdrawn within 15 days from date of vacancy bulletin must take the position within 30 days of vacancy bulletin or go on the spare list. Once an application for a position advertised has been withdrawn, the withdrawal cannot be cancelled.

3.4 When a vacancy occurs the appropriate officer will fill same by appointing the senior employee who is, in his/her opinion, entitled to it, but this will not prevent any employee senior to the employee so appointed claiming his/her right to the position under Article 2.1 hereof, provided he/she files his/her protest within 10 calendar days after the appointment has been bulletined as above.

3.5 An employee declining to accept promotion in any instance does not forfeit his/her right to the same or any other position he/she may be entitled to under seniority when a vacancy occurs. An employee on leave of absence when a vacancy occurs will not be debarred from claiming position and receiving the appointment if entitled to it, providing that such claim is made within 20 days from date of vacancy bulletin. The **Union** will be advised of all appointments made.

3.6 A vacancy will be filled within 30 calendar days after date of vacancy bulletin by appointment of the employee entitled to it. Such employee not placed within 45 calendar days from date of vacancy bulletin through no fault of his/her own, will thereafter be paid at the rate of the position held or the position to which transferring, whichever is the higher and allowed reasonable actual expenses incurred because of such delay upon producing vouchers.

3.7 Employees holding established positions in any office will have the right to do temporary work in such office in accordance with their seniority without affecting their permanently established positions and will revert thereto when the temporary work is finished, unless they have been appointed to another office, and provided that the exercise of privilege under this Rule will not involve the **Company** in extra expense for overtime or otherwise. When a temporary position is bulletined in an office it will not be necessary for established employees in such office to apply for same, but the filling of positions may be rearranged among the employees in the office according to seniority.

3.8 The Company may select, without the necessity of posting and without regard to seniority, an employee from the bargaining unit to act in a lead hand capacity. In such instances, the employee's current rate of pay will be increased by 5% for the period so assigned.

ARTICLE 4 - Displacement and Recall

4.1 Except as otherwise provided when a permanently established employee is displaced or his/her position is abolished, he/she must, if his/her seniority entitles him/her thereto, displace the junior permanently established employee, or the junior temporarily established employee, in the order named.

4.2 Except as otherwise provided, when a temporarily established employee is displaced, or his/her position is abolished, he/she must, if his/her seniority entitles him/her thereto, displace the junior temporarily established employee.

4.3 The exercise of choice of positions as provided for shall not involve the Company in the payment of any punitive overtime as a consequence of the employee working in excess of eight hours within 24 hours.

4.4 In case the number of permanent employees working in any office is reduced, the employee or employees who have bid in temporary positions, or junior permanent employees, will, in the order named, first be dispensed with and the employees remaining in such office shall, according to seniority, take their choice of the remaining positions.

4.5 No regular full time employees will be reduced in any classification until the employment of all student, regular part time, and temporary employees in that classification where there is a surplus condition, have first been terminated.

4.6 The Company agrees to give regular full-time employees fourteen (14) days notification when they are to be laid-off for periods less than six (6) months and thirty (30) days notification for periods of lay-off of six (6) months or longer. Temporarily established employees will be given ten (10) days' notice of any lay-off.

Temporary Lay-Off (less than 6 months)

4.7 Should a position be termed surplus by the Company and be expected to be vacant for a period of less than six (6) months, the most senior employee(s) within the surplus Job Classification affected shall have the option of:

(a) Being assigned to another position in the same job classification in accordance with Article 4.1 or 4.2, as applicable.

OR

(b) Accepting a lay-off.

NOTE: There will be no reduction in an employee's rate of pay as a result of transfer to another position or job classification for a period up to six (6) months under this clause 4.7 (a).

4.8 An employee who is laid off under Article 4.7 shall be guaranteed a recall by the Company to his same job classification.

Long Term Lay-Off (Greater than 6 months)

4.9 Should a position be termed surplus by the Company and be expected to be vacant for a period of greater than six (6) months, all employees that have been declared surplus, in order of seniority, shall have the option of:

(a) Being assigned to another position in the same job classification in accordance with Article 4.1 or 4.2, as applicable,

OR

(b) Being assigned to any unfilled vacancy in another job classification which he is qualified to perform within such period of time which may be reasonably required, but in any event not less than ten (10) working days, subject to adequate training being provided,

OR

(c) Accepting a lay-off.

4.10 In the application of Article 4.9 (a) or (b), if an employee is assigned to a position with a lower rate of pay, he will maintain the rate of pay of the position he formerly held. An employee covered by this Article will not receive any wage increase while being maintained at his former rate of pay, until the rate of pay applicable for his new position equals or surpasses the former rate of pay, at which time he will receive the rate of pay for the new position and any future wage increases.

4.11 The Company will attempt to place in accordance with 4.7 and 4.9 each of the surplus employees commencing with the most senior. Each employee displaced in this procedure shall be placed on the surplus list in proper ranking of seniority.

4.12 Those employees eventually constituting the final surplus list shall be laid-off. A copy of the final surplus list will be provided to the Union.

Notification period

4.13 Employees affected by the operation of Articles 4.1 and 4.2 must notify their supervisor within five days or forfeit the right to displace established employees, and the supervisor will, upon such notification, advise employees affected what positions they are entitled to.

Reassignment or Transfer (Prior to Job Posting)

4.14 An employee declared surplus under 4.5 or transferred or laid-off under 4.7, 4.9 and/or 4.11, shall retain exclusive right to that position and be offered the opportunity to retransfer to their former position if such work becomes available within 1 year prior to the job filling procedure of Article 3 being implemented. This is not intended to give such employee protection in his former position in preference to senior employees who may have been reduced from other positions and have not been appointed to other permanent positions.

Recall Procedures

4.15 (a) Employees who are actually laid off shall be listed on a Company-wide recall list in seniority order and maintained on their seniority list for a period of up to 24 months. Employees not recalled after this 24 month period will be removed from the recall/seniority list. When recalling employees they shall be recalled in order of Seniority at time of lay-off, provided they are qualified to perform the work available. When an employee is recalled to a location other than his location at the time of lay-off, he may choose to refuse recall until a job is available at his original location, provided the position can be filled by another employee on lay-off with less seniority who is qualified to perform the work. If an employee is recalled to a location other than his location at time of lay-off, the provisions of 4.14 shall apply.

(b) The employees recalled must notify the Company within three (3) days, (excluding Saturdays, Sundays, and holidays) of the date of the notice of recall to his last address on file with the Company that he is available and willing to accept the work assigned. If he fails to do so, his name will be passed over, and another employee will be recalled. Notice shall be sent out by registered mail and a copy sent to the Union and Local Treasurer. Notice shall be deemed to have been received within five (5) working days from the date of mailing.

NOTE: An employee who has been laid off shall be expected to keep the Company advised as to where he can be reached with the least possible delay.

(c) It is understood that in an emergency, the Company may recall employees or hire new employees for a period of seven (7) days without regard to seniority.

Lay-Off Allowance Plan – Temporary Lay-off

4.16 Regular full-time employees who have 3 years or more net credited service shall be entitled to lay-off allowance under the Lay-Off Allowance Plan when they are laid-off under Article 4.7. An employee's total lay-off allowance during the period of lay-off shall be as follows:

<u>Net Credited Service On Date of Lay-Off</u>	<u>Lay-Off Allowance Entitlement</u>
3 years but less than 4 years	5 weeks
4 years but less than 5 years	6 weeks
5 years but less than 6 years	7 weeks
6 years but less than 7 years	8 weeks
7 years but less than 8 years	9 weeks
8 years but less than 9 years	10 weeks
9 years but less than 10 years	11 weeks
10 years but less than 11 years	20 weeks
11 years but less than 12 years	22 weeks
12 years but less than 13 years	24 weeks
13 years but less than 14 years	26 weeks
14 years but less than 15 years	28 weeks

Two weeks additional pay for each full year of service in excess of 15 years of net credited service up to a maximum of 52 weeks.

4.17 The lay-off allowance plan becomes operative at the time the employee applies for and qualifies for Employment Insurance benefits and upon receipt of proof that he receives such benefits.

- (a) Each week's benefit shall be equivalent to 90% of the employee's regular weekly pay at time of lay-off, less Employment Insurance benefits entitlement.**
- (b) In addition, during the first two weeks of lay-off, the employee shall receive an allowance equivalent to 40% of his regular weekly pay at time of lay-off.**
- (c) The combined weekly level of Employment Insurance benefits and lay-off allowance will not exceed 90% of the employee's basic weekly rate of pay.**
- (d) Employees have no vested right to payments under the Supplementary Unemployment Benefits Plan except to payments during a period of unemployment specified in the plan.**

- (e) Any payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the Supplementary Unemployment Benefits Plan.

4.18 Lay-off allowance will cease as follows:

1. When the lay-off allowance entitlement is used up.
2. When the employee reports for work subsequent to recall.
3. When the employee fails to report for work after recall.
4. When the employee is disentitled or disqualified from employment Insurance payments.
5. When the employee obtains other employment.
6. If the employee resigns.

4.19 Lay-off allowance payments shall be based on the employee's established weekly schedule of work hours (excluding overtime) in effect as of the date of the lay-off.

4.20 Lay-off allowance benefits will be fully reinstated after four (4) months of continuous service after date of return to work from lay-off.

4.21 An employee who has been recalled following a period of lay-off and is again laid-off prior to completing four (4) months of continuous service after the date of return to work, shall be granted a lay-off allowance pursuant to 4.16 based on his overall net credited service after deducting the amount he received from his previous lay-off.

Benefit Coverage – Temporary Lay-Off

4.22 The Company shall maintain the eligibility of an employee, laid off under 4.7, during the entire period of lay-off, in the following benefit coverages:

(a) Participation, without payment of premium, in:

1. Medical Plan
2. Dental Plan
3. Vision Care Plan

(b) Additional voluntary life insurance purchased by the employee, provided the employee prepays the applicable premiums.

Lay-Off Allowance Plan – Long-Term Lay-off

4.23 Regular full-time employees who have 3 years or more net credited service who are entitled to lay-off allowance shall be governed by the following:

(a) The severance payment shall be equivalent to the lay-off allowance entitlement identified in section 4.16.

(b) The severance payment shall not be paid to an employee who resigns or is discharged

(c) If an employee is recalled before the severance payment is payable, no such payment shall be made

(d) An employee refusing a recall shall forfeit his right to a severance payment

(e) The severance payment shall be paid in a lump sum, at the end of the twenty-four (24) month recall period.

(f) Notwithstanding the provisions of paragraph (e), an employee may elect to receive the severance payment at any time during the twenty-four (24) month recall period, in which case the employee's name shall be removed from the recall list coincident with the payment of the lump sum severance payment.

Reduction of Hours

4.24 (a) The Company does not guarantee to provide work for any employee, nor to maintain the working week or working hours herein agreed upon, subject however that if the necessity arises of reducing the hours of work below the average work week in the department scheduled the Union shall be consulted prior to effecting such change.

(b) In the event that an agreement as to a plan cannot be reached under 4.24 (a) within a period of thirty (30) calendar days after the matter has been submitted to the Union, the Company may proceed on a plan of lay-offs to the extent the Company deems necessary.

The above provision applies to lay-off situations which will last longer than one (1) month.

ARTICLE 5 - Training

5.1 Employees of all classifications will be paid at straight time rate for time spent traveling to attend training seminars.

5.2 Employees from the CSR classifications assigned to train will receive, in addition to regular wages for each working day so assigned, the amount of \$15.00.

5.3 Employees from the Technical classifications assigned to train will receive, in addition to regular wages for each working day so assigned, the amount of \$25.00.

5.4 Employees attending training seminars outside of the Ontera serving territory who incur meal expenses in excess of the normal daily maximums will be reimbursed actual reasonable expenses with receipts.

5.5 Employees hired after December 19, 2008, will be required to reimburse Ontera for all tuition and travel expenses incurred by Ontera if the employee voluntarily leaves within 36 months from date of hire.

ARTICLE 6 - Hours of Service, Rest and Meal Periods

6.1(a) Except as otherwise provided, eight consecutive hours' service shall constitute a day's work and may be extended to include one hour for meals.

(b) When a meal hour is established, time in which to eat shall be allowed between the end of the fourth hour and the beginning of the seventh hour after starting work, unless otherwise locally arranged.

(c) If an employee is required to work during his/her meal hour such time worked shall be paid for at the overtime rate and 20 minutes for lunch, without deduction in pay, shall be afforded at the first opportunity. Time waiting or travelling on public transportation, on which meal service is available, during regular meal periods is not considered work time.

6.2 Except in cases of emergency, employees will have eight consecutive hours' rest in any 24 hour period.

6.3 Except as otherwise provided, the regular hours of duty of employees will be specified by **Management** and will be the same on all days of the week.

6.4 Employees called before their regular hours of duty and who have not had an opportunity to secure breakfast, will be allowed 20 minutes, without loss of pay, as soon as possible after regular starting time for the purpose. Employees working a straight eight hour shift will be allowed 20 minutes for lunch without deduction in pay, and as opportunity affords, provided they are available in case of emergency during such period.

6.5 Exchange of shifts in the same office for short periods of time may be made when justified but only with the approval of the supervisor.

6.6 No deduction will be made for time lost in making transfers in cases of bona fide sickness of an employee and/or annual vacation.

6.7 Employees covered by this agreement will be allowed up to \$38.00 per day (breakfast - \$7.00; lunch - \$10.00; supper - \$21.00) for meal expenses while away from headquarters.

Boarding: Employees who elect to stay with friends / relatives when they would otherwise be required to stay at a hotel / motel will be reimbursed for the amount they pay their friends / relatives for lodging up to a maximum of \$20.00 per day with receipts.

ARTICLE 7 – Assigned Rest Days

7.1 Unless otherwise excepted herein, a work week consists of 40 hours of 5 days of 8 hours each with 2 consecutive rest days in each 7 subject to the following modifications. The work week may be staggered in accordance with the **Company's** operational requirements. This clause shall not be construed to create a guarantee of any number of hours or days of work not elsewhere provided for in this Agreement.

7.2 Employees' rest days are subject to change in accordance with the requirements of the service and not less than 72 hours' notice shall be given employees affected.

7.3 If owing to such change in his/her rest days off duty, an employee is required by the **Company** to work more than five days per week, he/she will be paid overtime as per Article 7.10 for such days.

7.4 The rest days shall be consecutive as far as is possible consistent with the establishment of regular relief assignments and the avoidance of working an employee on an assigned rest day. Preference shall be given to Saturday and Sunday and then to Sunday and Monday.

7.5 In any dispute as to the necessity of departing from the pattern of two consecutive rest days or for granting rest days other than Saturday and Sunday or Sunday and Monday, it shall be incumbent on the **Company** to show that such departure is necessary to meet operational requirements and that otherwise additional relief service or working an employee on as assigned rest day would be involved.

7.6 On positions where it is not reasonably practicable to provide regular relief each week, one rest day, for which relief is not provided, may be accumulated and granted at a later date. Such accumulation shall not exceed five days and rest days so accumulated shall be allowed consecutively when five days have been accumulated. However, the accumulation of a greater number of rest days and their allowance at longer intervals may be arranged by mutual agreement between **Management** and the **Union**.

Positions on which rest days are to be accumulated shall be so bulletined.

7.7 In the event that a situation arises which makes it impracticable to assign consecutive rest days to all employees, the following shall be followed:

- (a) All possible regular relief positions shall be established pursuant to Article 7.9.
- (b) Possible use of rest days, other than Saturday, Sunday or Monday, where these may be required under this Agreement, to be explored by the parties.
- (c) Accumulation of rest days under Article 7.6 shall be considered.
- (d) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.

(e) If the foregoing does not solve the problem, then some of the relief or extra employees may be given non-consecutive rest days.

(f) If, after all the foregoing has been done, there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.

(g) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief employees.

7.8 In naming the assigned rest days, where the hours of an assignment overlap at midnight and partially cover two calendar days, the calendar name of the day on which the assignment commences shall be used to determine the name of the day assigned; and the continuous 24-hour period as from the starting minute of the commencement hour of the assignment shall be substituted for such calendar day.

7.9 Except as otherwise provided, employees assigned, notified or called to work on their regularly assigned rest days shall be paid at the rate of time and one-half with a minimum allowance of three hours for which three hours service may be required; except that if required to work a full day within their regularly assigned hours of duty the provisions of Articles 8.1, 8.4 and 8.5 will apply.

ARTICLE 8 – Overtime and Calls

8.1 Except as otherwise provided, time in excess of eight hours' service (exclusive of meal period) shall be considered overtime and shall be paid at the rate of time and one-half time in **accordance with the following schedule:**

10 - 15 minutes - 1/4 hour
16 - 30 minutes - 1/2 hour
31 - 45 minutes - 3/4 hour
46 - 60 minutes - 1 hour

8.2 Work in excess of 40 straight-time hours, or five days in any work week, shall be considered overtime and paid at the rate of time and one-half time, except where such work is performed by an employee due to moving from one assignment to another other than at the order of the **Company** or to or from an extra or laid off list or where rest days are being accumulated under Article 7.6.

8.3 There shall be no overtime on overtime, neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

NOTE: The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined or scheduled to work.

8.4 For calls outside regularly assigned hours of duty on regular working days, but within one hour before regularly assigned starting time, a minimum of one hour at time and one-half shall be allowed for one hours' service or less. For calls more than one hour before, but continuous with, the regularly assigned starting time, time and one-half time will be allowed **in accordance with Article 8.1.**

8.5 Except as otherwise provided, employees notified or called to perform work not continuous with, before or after the regularly assigned hours of duty shall be allowed a minimum of three hours at time and one-half for three hours' work or less and if held on duty in excess of three hours, time and one-half time shall be allowed **in accordance with Article 8.1.**

8.6 When an employee is called to perform work in accordance with Article 8.5, any subsequent and related or unrelated troubles that occur during this three hour period will be repaired and considered part of the first call-out. However, if the employee has been released from duty before being notified of the subsequent problem, this will be considered a second call-out except when directly related to the repairs affected during the first call-out.

8.7 Employees required by the **Company** for duty on regularly assigned rest days will be given as much advance notice as possible but not later than the preceding day.

8.8 Where work is required by the **Company** to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have 40 hours of work that week. In all other cases by regular employee. Overtime shall be allocated on the basis of seniority wherever possible, in a voluntary manner, within the work classification and headquarters, provided the employee is capable of performing the duties; however, upon reaching the bottom of the seniority list in that classification and headquarters, the junior employee(s) will be required, in reverse order to work the overtime. Should employees in that classification and headquarters be unavailable, employees in that classification from the next closest headquarters shall be dispatched in the same manner.

8.9 Overtime must be submitted using current payroll methods and systems. If overtime as claimed is not allowed, employees will be notified in writing within 5 calendar days from the end of payroll week in which the overtime was submitted, setting forth the reasons for the disallowance.

8.10 All overtime earned shall be shown on pay cheques as a separate item.

8.11 An employee who is required to work overtime, and as a result cannot secure eight consecutive hours of rest before his/her scheduled shift, shall not normally be required to report for his/her next scheduled shift until he/she has secured eight consecutive hours of rest. He/she shall be paid on a straight time basis for any time not worked as a result of so reporting. If the Company requires the employee to commence his/her next scheduled shift without eight consecutive hours rest, he/she shall be given time off at the end of the shift equivalent to the difference in time between eight hours and the actual time the employee had off the job.

8.12 Employees will only be required to attend investigations outside their working hours when the requirements of the service will not permit the taking of statements during regular working hours and will be paid at the prevailing overtime rate as provided under this rule.

Banking of Overtime

8.13 An employee may be compensated for overtime hours earned by time off in lieu of overtime payment, from scheduled tours of duty.

(a) An employee wanting to bank such time off in lieu of overtime payment must advise his manager. Overtime hours banked by an individual employee for purposes of time off in lieu of overtime payment shall never exceed 40 hours, at any one time.

(b) Time off in lieu of overtime payment shall be banked on the basis of one and one half (1.5) hours for each hour of overtime earned, and when taken, shall be paid at the employee's basic rate of pay. This time off shall constitute full compensation for those hours.

(c) Once an employee advises his/her Manager that he will bank the overtime, it must be taken as time off and will not be paid out at any later date. Employees must clearly identify on their overtime claims the number of hours worked to be banked.

(d) Time off must be requested at least 48 hours in advance. Approval for time off requests will be delayed until it is reasonably known that service coverage requirements will be met for the period that the time off is requested. Time off will be allowed subject to Company service requirements and at no additional cost to the Company and scheduled at a time mutually agreed to by the employee and the Company.

(e) The minimum amount of time off which may be granted under this section shall be one (1) hour.

(f) Until such process is automated, employees must track their own banked time to ensure they do not exceed the 40 hour bank maximum, and to ensure they do not request time off in excess of what they have banked. Time banked, and time taken each pay period is shown on the employee's pay stub.

ARTICLE 9 - Applicable to Network Service Technicians Only

9.1 There shall be two classifications in this group as follows:

(a) Qualified Network Service Technicians:

This group shall consist of employees who have served a three year apprentice period in this work or have equivalent experience and who have qualified and have been appointed to Network Service Technicians' positions. (Hereinafter they shall be referred to as Network Service Technicians.)

(b) Apprentice Network Service Technicians:

These shall consist of employees who are serving their apprenticeship. (Hereinafter these shall be referred to as apprentices.)

9.2 Seniority List

A separate seniority list combining the employees in classifications 1(a) and 1(b) above will be maintained for this group.

9.3 Appointments

(a) When a Network Service Technician's position becomes vacant, the senior Network Service Technician who applies for the position will be appointed. If the employee so appointed has not the knowledge or skill required for this position, the **Company** will provide training for a reasonable period for the employee to become proficient in the work. If after such training as determined by the **Company** the employee is found to be incompetent, he/she will follow the provisions under Article 4, "Displacement and Recall."

(b) If there are no applications for the vacant position from the Network Service Technician classification, the senior applicant from the apprentice classification will be designated. The designated Apprentice will automatically be appointed to the position when he/she qualifies as a Network Service Technician.

(c) If an employee accepts specialized training, he/she may be required, at the option of the **Company**, to serve in the position covered by the training for a period of up to one year, to commence on the completion of the specialized training. If during the one year period he/she is the successful applicant for another position, he/she will be allowed to take up that position at the completion of the one year period. His/her position will not be advertised until that time. When this Article is invoked by the Company the provisions contained in the second sentence of Article 3.6 will not apply.

9.4 Transfer of Telecommunications Employees to this Group

When additional employees are required in this group, employees in **Ontera** who are covered by this Agreement will be notified by bulletin of the positions to be filled. Applicants with the necessary qualifications will be given consideration for transfer in the order of seniority in the service of the **Company**. In order to qualify for the position, they will be required to pass an appropriate examination, the details of which will be supplied at any time to any interested employee. If there are no successful applicants who can

be transferred to this group, the **Company** will be free to recruit elsewhere.

(a) If an applicant is transferred to this group and within six months or less does not show sufficient aptitude for the work, he/she will revert to his/her former group and the vacancy so created will be filled on the basis of the original bulletin.

(b) Employees transferred from other groups of this Agreement may retain their seniority on the list from which they transferred for a period not exceeding 12 months. Should the employee revert for any reason to his/her former group he/she will be entitled to displace the junior permanently established employee in that group or the junior temporarily established employee, in the order named, or at his/her option work spare. During the trial period, such employee will not be considered as in line for filling of positions or vacancies in the group from which transferred.

(c) At the end of the said 12-month period, employees transferred to this group shall be considered permanent employees in this group and their names shall be removed from the list on which formerly carried.

9.5 Hours of Service

Assigned hours of duty for each employee will be established (not necessarily the same hours for each day of the week) subject to the provisions of Articles 9.8 and 9.11.

9.6 Service on Assigned Rest Days and Holidays

Employees required to work on their regularly assigned rest days shall be paid at the rate of time and one-half time with a minimum allowance of three hours for which three hours service may be required.

9.7 Travelling and Waiting Time

(a) Time waiting and travelling outside of assigned hours will be paid for at pro rata rates except that time spent traveling in or on Company work vehicles (including track motor cars, telecommunications vehicles, and employees' automobiles when authorized) will be considered as time worked. When waiting or traveling by public transportation, on which meal service is available, one hour without pay shall be allowed for each regular meal period.

(b) When away from headquarters waiting time will not be paid if hotel or sleeping accommodation is provided.

9.8 Duties

Employees herein may be required to perform any duties connected with the operation and maintenance of the **Ontera network**.

9.9 Left Blank Intentionally

9.10 Apprentices

(a) The **Company** will provide reasonable facilities and training to enable apprentices to become qualified Network Service Technicians within their normal apprentice period of three years. During this period, they may be assigned to any duties including the relieving of regular Network Service Technicians in order to provide for the necessary experience and job training.

(b) Assignment of hours and duties will be made as required as part of their training program.

9.11 Rate of Pay for New Employees

New employees or employees entering this group with previous experience and who have sufficient knowledge of communications equipment and plant operations may qualify for any of the specified rates, the **Company** to be judge of their qualifications.

9.12 Where practicable, junior qualified employees will be used for work away from headquarters in preference to senior employees, unless senior employees desire such work; the **Company** to be the judge of qualifications. The operation of this Rule will not involve extra expense to the **Company**. This does not apply to employees whose assignment includes work away from headquarters or to the assignment of junior employees for training purposes

ARTICLE 10 - Applicable to Network Installation Repair Technicians Only

10.1 The working hours of Network Installation Repair Technicians will be regular and will not exceed eight consecutive hours per day exclusive of meal hour. When the conditions of the service require, the working hours may be reassigned with eight hours' notice.

10.2 Network Installation Repair Technicians whose assigned hours include a meal hour will be allowed 60 consecutive minutes for a meal commencing between 7:00 a.m. and 8:00 a.m., 12 noon and 1:00 p.m., 5:30 p.m. and 6:30 p.m. or receive in lieu thereof one hour's pay at pro rata rate and 20 minutes without loss of pay in which to each shall be afforded at the first opportunity. If a meal period is assigned between the hours of 10:00 p.m. and 6:00 a.m., it shall commence during the fourth hour after the start of the tour of duty and shall be governed by the above conditions. When waiting or travelling on public transportation, on which meal service is available, one hour without pay will be allowed for each regular meal period.

10.3 (a) Seniority of Network Installation Repair Technicians will date from the time of their last appointment as Network Installation Repair Technicians.

(b) The Assistant Supervisor Outside Plant Construction will rank on the Network Installation Repair Technician list once appointed.

(c) A Network Installation Repair Technician who is displaced, and fails to exercise their seniority rights, or who voluntarily bids into an Outside Plant Construction Technician

position, will thereafter rank junior on the Network Installation Repair Technician's seniority list to the junior established Network Installation Repair Technician.

10.4 (a) An employee selected who, by merit and ability is competent to do the work of a regular Network Installation Repair Technician will accumulate seniority from the date first appointed to relieve a Network Installation Repair Technician, provided such relief is a minimum of 10 consecutive working days of service and provided he/she is available for service when required. Such employee, will be designated a Relieving Network Installation Repair Technician until appointed to a Permanent Network Installation Repair Technician position. A Relieving Network Installation Repair Technician who fails to bid a permanent position of Network Installation Repair Technician will thereafter rank junior on the Network Installation Repair Technician's seniority list to the person appointed to such position. Rate of pay for relief assignments will be at least at the minimum rate of regular Network Installation Repair Technician.

(b) When a permanent Network Installation Repair Technician position becomes vacant, the senior applicant with Network Installation Repair Technician seniority will be appointed. Should there be no bids received by applicants with Network Installation Repair Technician seniority, the Company shall select from the existing Outside Plant Construction Technician's for the position, giving preference to the senior applicant. If, during a 6 month trial, he / she does not show sufficient aptitude for the work, he / she shall be removed from the position and will follow the provisions under 11.1 (d).

10.5 A relieving Network Installation Repair Technician taking the position of a regular Network Installation Repair Technician in the exercise of his/her seniority will not be paid for time lost travelling unless when used for a series of reliefs in continuous service, when there will not be any lost time on account of travelling from one relief point to another, but such employee shall not be paid for travelling from home headquarters to the first relief, nor for travelling from the last relief back to home headquarters.

10.6 Network Installation Repair Technicians may be assigned to the inspection, maintenance, repair and installation of signal equipment as part of their regular duties and for the actual time engaged on such work they will be paid a differential of .05 cents per hour with a minimum of three hours for any portion of the day so employed.

10.7 If a Network Installation Repair Technician is called upon to take charge of a crew of four or more employees, including him/herself, he/she will receive the Assistant Supervisor Outside Plant Construction rate of pay.

10.8 The position of Foreman of Extra Line Gangs will be filled from the ranks of regular Network Installation Repair Technicians. Where merit and ability are sufficient, seniority will govern. Such positions will be bulletined for a period of 10 days, and where no applications are received, the junior qualified regular Network Installation Repair Technician will be assigned. The Network Installation Repair Technician assigned to the position of Extra Gang Foreman will receive the rate of his/her regular Network Installation Repair Technician's position, with an addition of .32 cents per hour, plus actual living expenses away from his/her headquarters position. Time on duty in excess of eight hours will be computed on a minute basis and paid for at the rate of time and one-half.

10.9 Regular Network Installation Repair Technicians may exercise their seniority in filling bulletined temporary Assistant Supervisor Outside Plant Construction vacancies of 60 days or more and upon completion of such temporary assignments will revert to their regular positions.

10.10 A regular Network Installation Repair Technician, including Network Installation Repair Technicians assigned to the Construction Forces, who is required to perform the functions of a Cable Splicer for any portion of his workday shall be paid the Cable Splicer rate for that day, or who performs the functions of a Cable Splicer for the majority of days in any pay period will be paid the Cable Splicer Line Technician's rate of pay for such pay period.

10.11 Employees required to work 65 feet or more and up to 200 feet above ground or water level, on poles, radio antennae and/or microwave towers or bridge structures, shall be paid their regular wages and, in addition, will receive pro rata rate for all time worked thereon with a minimum bonus payment of one hour for which one hour's service may be required. For heights of more than 200 feet, a minimum bonus payment of two hours at pro rata rate will apply, for which two hours' work may be required.

10.12 Employees required to work on high voltage hydro power transmission lines shall be paid their regular wages and, in addition, will receive pro rata rate for all time worked thereon with a minimum of one hour for which one hour's service may be required. Work on **Ontera** lines strung below power transmission lines on hydro poles does not constitute work on high voltage lines under this Article.

ARTICLE 11 - Applicable to Construction Forces Only

11.1 Seniority

(a) Separate seniority lists will be maintained for the following classifications:

- (1) Outside Plant Construction Technicians
- * (2) Groundmen
- * (3) Cable Splicer
- * These classifications not presently used.

(b) Seniority will date from date of last entry to service in a position in the construction group.

(c) An employee laid off shall retain seniority standing for one year but if no service is performed during a 12-month period he/she shall be considered as out of the service and dropped from the seniority list. This is not to apply to employees on sick leave.

(d) Regular Network Installation Repair Technicians who may be displaced by reduction of staff or other cause shall have the right to any position in the construction forces to which their seniority entitles them.

(e) Seniority lists shall be revised in January of each year and copy made available for information of employees in the gang.

11.2 One hundred and twenty-five days for which compensation is received will constitute six months' service.

11.3 When employees covered herein are required to leave designated headquarters in the performance of their duties and room and meals are not provided, actual reasonable expenses for lodging will be allowed. Meals and/or boarding with friends/relatives will be allowed in accordance with Article 6.8.

11.4 Employees required to work 65 feet or more and up to 200 feet above ground or water level, on poles, radio antennae and/or microwave towers or bridge structures, shall be paid their regular wages and, in addition, will receive pro rata rate for all time worked thereon with a minimum bonus payment of one hour for which one hour's service may be required. For heights of more than 200 feet, a minimum bonus payment of two hours at pro rata rate will apply, for which two hours' work may be required.

11.5 Provided that satisfactory work progress is being made, the regular working hours of Construction Forces will normally be changed to 10 hour days (four days per work week) starting with the first full work week after the start of daylight savings and ending with the last full work week prior to the ending of daylight savings. In any event, eight hour days will be worked for those weeks in which holiday with pay is due (Article 27). The Supervisor may change the hours of work back to eight hour days (five days per work week) within the above daylight savings period, as may be required from time to time, to ensure that direct or indirect costs are minimized. Where possible, five days' notice will be given to construction forces prior to changing from eight to 10 hour days, or vice versa.

ARTICLE 12 - Applicable to Installation Technicians Only

The term Installation Technician used herein applies to all classes of employees in the Installation Group.

12.1(a) The hours of duty of Installation Technician will be 8:00 a.m. to 5:00 p.m. (including a meal hour) Monday to Friday inclusive. A meal hour shall be assigned to each employee and shall be within six hours of the assigned starting time. Article 6.1 (c) applies.

(b) When the conditions of the service require, working hours, meal periods, and rest days may be reassigned on eight hours' notice. Change in rest days to be subject to applicable clauses of Article 7.

12.2 Seniority of Installation Technicians will date from the time they last entered the service in the Installation Group. (one seniority list only)

12.3 The present practice of returning employees to their headquarters at weekends where practicable and economical will be continued.

12.4 Time waiting and travelling outside of assigned working hours will be paid for at time and one-half. When waiting or travelling by public transportation, on which meal service is available, one hour without pay will be allowed for each regular meal period.

12.5 New employees or employees entering this group with previous experience may qualify for any of the specified rates of pay; the **Company** to be the judge of their qualifications.

12.6 Installation Technicians will be given consideration in the appointment of Installation Foreman.

ARTICLE 13 - Assistance or Relief for Employees when Overworked

13.1 If an employee considers him/herself overtaxed, his/her statement to that effect to the proper official will be carefully considered and if well founded relief will be granted.

13.2 At points where employees are overworked or kept on duty an excessive length of time, upon furnishing particulars, a representative of **Management** will be instructed to go there and look into conditions with the **Union** or with any representative he may select and if they jointly recommend any change in conditions, it will be arranged.

ARTICLE 14 - Transfer at Company's Request or In Exercise of Seniority Rights

14.1 When an employee is moved by order of the proper officer or in exercising his/her seniority rights, as provided by schedule rules, he/she shall suffer no loss of schedule wages while in transit and in making transfer (rate of pay to be based upon position to which he/she is transferring) and pay for time in transit shall not be in excess of time actually required **to change locations**. He/she will be allowed reasonable time (not to exceed four days and without pay) to arrange for the shipment of his/her household effects.

ARTICLE 15 – Technological Change

15.01 "Technological Change" in this Article means:

(a) The introduction by the **Company** into its business of equipment or material of a different nature or kind than that previously utilized by the **Company** in the operation of its business and

(b) A change in the manner in which the **Company** carries on the business that is directly related to the introduction of that equipment or material.

15.02 When a reduction in staff is contemplated as the result of the introduction of a technological change, the **Company** agrees to meet with the **Union** as far in advance as possible and in any case at least one hundred and twenty (120) days

prior to reductions in staff in an endeavor to reach agreement as to a mutually satisfactory solution of the situation.

15.03 In the event that the Company and Union are unable to reach agreement within thirty (30) days after the matter has been submitted to the Union, the following conditions will apply:

The employee shall have the option of:

(1) Being assigned to another position in the same job classification provided that such assignment can be made without displacing a more senior employee.

OR

(2) Being assigned to any unfilled vacancy in another job classification.

If within ninety (90) days the employee has not demonstrated the ability to perform the new job in accordance with the Company's standards, then Article 4.9 shall apply.

OR

(3) Terminating his service and receiving termination pay in accordance with this Article.

15.04 An employee, who is transferred as a result of a technological change to a position which is paid at a lower weekly rate than the job to which the employee was assigned prior to the transfer, will maintain their wages in accordance with Article 4.10.

15.05 In the event that an employee elects not to be transferred or reassigned as a result of technological change and elects termination, he shall be paid termination pay in accordance with the following:

**Net Credited Service
On Date of Lay-Off**

**Lay-Off
Entitlement**

less than 2 years
2 years but less than 3 years
3 years but less than 4 years
4 years but less than 5 years
5 years but less than 6 years
6 years but less than 7 years
7 years but less than 8 years
8 years but less than 9 years
9 years but less than 10 years
10 years but less than 11 years
11 years but less than 12 years

2 weeks
4 weeks
6 weeks
8 weeks
10 weeks
12 weeks
14 weeks
16 weeks
18 weeks
21 weeks
24 weeks

Subject to the reasonable needs of the business, the Company and the Union will make use of video and/or teleconferencing whenever practical with the exception of bargaining and final step grievance meetings.

ARTICLE 18 - Relief Work

18.1 An employee required to leave his/her assigned location to do relief work temporarily will be allowed all necessary expenses on production of vouchers and will be paid the rate of his/her assigned position or that of the position relieved, whichever is the higher.

ARTICLE 19 – Health and Safety

19.1 The Company shall pay for all safety equipment that employees are required to wear except for safety footwear.

Where the employees are required by the Company to wear safety footwear the Company agrees to pay for each employee the full cost to a maximum of \$145 per calendar year for one (1) pair of safety boots or shoes.

The Company shall provide necessary insulated, fire resistant coveralls for employees who require them and replacements as necessary.

ARTICLE 20 - Investigations and Discipline

20.1 No employee shall be suspended (except for investigation), discharged, or disciplined until his/her case has first been investigated and he/she has been proven guilty of the offence charged against him/her, the decision in such case to be given as soon as possible, but not exceeding 10 calendar days from date of suspension. If an employee is found blameless in the matter under investigation, he/she shall be paid at schedule rate for the time lost and extra expenses while attending such investigation, if away from home and be reinstated. If detained more than 10 calendar days awaiting result of investigation at the **Company's** instance, he/she shall be paid schedule wages for the time in excess of 10 days whatever the decision might be.

The Union will be provided an opportunity to reply and/or submit additional evidence for consideration to the proper officer of the Company within 7 days of the investigation. Such information will form part of the investigation record.

Any written warning or caution, or the like, will be removed from the employee's record following a period of 12 months from the date of such written reprimand, warning or caution, or the like.

An employee shall not be disciplined or dismissed until after a fair and impartial investigation has been held and the employee's responsibility is established by

assessing the evidence produced and the employee will not be required to assume this responsibility in his/her statement.

Note: Employee's file will be cleared of any record of discipline placed on his/her file after five (5) years. This is not to interfere with current practice of clearing twenty (20) demerits from employee's file following one (1) year of discipline-free service.

20.2 Employees are to be given reasonable advance notice of an investigation. The **Union** shall, unless the employee objects, be invited by the investigating officer to be present (if in remote location then via teleconference) at the investigation and the examination of all witnesses. Upon request, the **Union** will be given results of an investigation in writing, together with copies of statements signed by witnesses at the investigation.

ARTICLE 21 - Grievance Procedure

21.1 A grievance concerning the interpretation or alleged violation of this Agreement, or an appeal by an employee who believes that he/she has been unjustly disciplined shall be processed in the following manner:

STEP 1

Within 28 calendar days from the date of cause of grievance the employee and/or the **Union** may present the grievance orally or in writing to the immediate supervisor, who will give a decision as soon as possible, but in any case, within **14** calendar days of receipt of grievance. If the grievance is presented in writing, the decision will also be given in writing.

An appeal against discipline imposed shall be initiated at Step II of this grievance procedure.

STEP 2

Within **14** calendar days of receiving the decision under Step 1, the **Union** may appeal the decision in writing to the applicable Department Senior Official.

The appeal shall include a written statement of grievance, and where it concerns the interpretation or alleged violation of the Collective Agreement, the statement shall identify the article and paragraphs of the Article involved.

A decision will be rendered in writing within **14** calendar days of receiving the appeal.

STEP 3

Within **14** calendar days of receiving the decision under Step 2, the **Union** may appeal the decision in writing to the **Corporate Labour Relations Department**, whose decision will be rendered in writing within 28 calendar days of receiving the appeal.

21.2 A grievance or appeal which is not settled by the **Corporate Labour Relations Department** may be progressed for final settlement under the provisions of Article 33.

21.3 Except as provided in Article 21.4, any grievance not progressed by the **Union** within the prescribed time limits shall be considered settled on the basis of the last decision and shall not be subject to further appeal. Where a decision is not rendered by the appropriate officer of the Company within the prescribed time limits, the grievance may be progressed to the next step in the grievance procedure.

21.4 When a grievance based on a claim for unpaid wages is not progressed by the **Union** within the prescribed time limits, it shall be considered as dropped. When the appropriate officer of the Company fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this Article 21.4 shall not constitute an interpretation of the Collective Agreement.

21.5 The settlement of a grievance shall not under any circumstances involve retroactive pay beyond a period of 90 calendar days prior to the date that such grievance was submitted at Step 1 of the Grievance Procedure.

21.6 The time limits specified in this Article may be extended by mutual agreement.

ARTICLE 22 - Leaves of Absence

22.1 Employees will be given leave of absence to attend their meetings. Such leave of absence will not exceed two days and will only be granted when it will not interfere with requirements of the traffic and the service and provided the **Company** is not put to additional expense.

22.2 Employees elected as full time salaried representatives of the employees shall upon request, be granted leave of absence without pay while so engaged.

22.3 Upon notification, an employee who must serve a period of incarceration as a result of a conviction arising from the operation or use of a motor vehicle, shall be granted a leave of absence without pay of up to six months in order to serve the period of incarceration. Such period of leave will not be credited towards accumulation of service.

22.4 Upon submission of a certificate issued by a qualified health practitioner indicating that a family member has a serious medical condition and there is significant risk of death occurring within a period of 26 weeks, an employee will be entitled to take up to eight weeks of unpaid leave in order to provide care and support to that specified family member.

Union Leaves

22.5 The Company agrees that it will, subject to the reasonable needs of business, and with reasonable advance notice, grant a leave of absence but with maintenance of seniority rights, to employees for the conducting of Union business.

The Union recognizes the Company responsibility to customer service and will give as much notice as possible.

It is understood that the Company will continue wages and the Union will reimburse the wages within 30 days from receipt of billing.

22.6 It is clearly understood that stewards and other Union Officers will not absent themselves from their duties unreasonably in order to deal with the grievances of employees or to attend meetings with management, and that in accordance with this understanding the Company will compensate such employees at their regular rate of pay for the time so spent in:

(a) Dealing with grievances (including preparation time) and meetings with management;

(b) Traveling for the purpose of meeting with management; and

(c) Standing-by for the purpose of meeting with management.

Such compensation will not be allowed for time spent outside the employee's regular working hours, and the Company reserves the right to withhold payment if an unreasonable or abnormal amount of time is consumed in connection with the matters provided for.

22.7 Stewards and other Union Officers required by management to travel for the purpose of meeting with management to deal with grievances shall be recompensed for such travel expense, meals and lodging as provided in the Company travel allowance practice.

22.8 A maximum of two (2) bargaining representatives of the Union may have time off for purposes of bargaining without deduction of the time worked for the Company, and without deduction of wages in respect thereof provided that such time is actually devoted to Collective Bargaining, but only until the expiry date of the Collective Agreement, or the date Conciliation assistance is requested, whichever is later.

22.9 The Union agrees to cooperate with the Company in order that disruption of business may be minimized.

Personal Leaves

22.10 The Company may, at the request of an employee, grant leave of absence without pay retroactively or otherwise for legitimate reasons including illness, accident, and Union duties or to transact personal business, which

includes family responsibilities. Seniority will accumulate during any leave of absence with permission.

Maternity Leave

22.11 An employee with six (6) months or more seniority will be granted leave of absence without pay for maternity purposes, subject to the following conditions:

(a) Up to eleven (11) weeks leave of absence immediately before the expected date of delivery.

(b) The period of leave shall terminate not later than seventeen (17) weeks from the date of commencement of the leave of absence.

(c) Application for leave of absence must be submitted at least four (4) weeks before the date the employee wishes to take leave.

(d) The employee shall provide the Company with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery.

(e) Where agreed to by the employee and the Company, the Company will permit the employee to resume work before the expiration of the six (6) week period immediately following the date of delivery if the employee provides the Company with a certificate of a duly qualified medical practitioner certifying that resumption of employment will not, in his opinion, endanger the health of the employee.

(f) An employee is to be reinstated in her former position upon her return from a maternity leave or, if the position no longer exists, the employee will exercise her seniority rights to apply for a comparable position.

(g) An employee shall maintain her seniority and shall continue to accumulate seniority during the period of the leave.

Parental Leave

22.12 (a) At the request of an employee on maternity leave, the Company shall grant a parental leave of up to thirty seven (37) weeks.

A request for such leave shall be made no later than four (4) weeks prior to the expiry of the leave granted pursuant to 22.11.

(b) The aggregate amount of leave that may be taken by one or two employees under 22.11(b) and 22.12(a) in respect of the same birth shall not exceed 52 weeks.

22.13 An employee who applies for a leave without pay for reasons of maternity or parental, but whose application is not in every respect in accordance with the conditions outlined in Article 22.11 and 22.12 may, at the discretion of the Company, be granted a leave of absence not to exceed fifty-two (52) weeks. Such leave will not carry a guarantee of re-engagement.

Adoption Leave

22.14 An employee who has completed six (6) consecutive months of continuous employment with the Company shall be granted adoption leave subject to the following conditions:

(a) The employee shall complete and submit to the Company an application for Leave of Absence for Adoption at least four weeks before the day specified by her/him in the application as the day on which she/he intends to commence such leave. Where circumstances preclude submission of the application four weeks before commencement of the leave, the leave will not be unreasonably denied.

(b) The employee shall provide the Company with acceptable documentation certifying the fact of adoption.

(c) The period of the leave shall terminate not later than thirty seven (37) weeks from the date of commencement of the leave of absence.

22.15 (a) An employee granted adoption leave in accordance with this Article shall be accorded the same treatment, on the same terms, as those accorded an employee on maternity leave, with respect to extension of such leave, crediting seniority and reinstatement on the job.

(b) An employee granted adoption leave, per Article 22.14 will be entitled to receive a maximum of ten (10) weeks Supplementary Parental Allowance utilizing the same requirements as in Article 22.17.

22.16 An employee who applies for leave without pay for reasons of adoption but whose application is not in every respect in accordance with the conditions provided in section 22.14, may, at the discretion of, and under such circumstances as may be prescribed by the Company, be granted a leave of absence, but such leave will not carry a guarantee of re-engagement.

Supplementary Pregnancy Allowance Plan

22.17 A regular employee who has one (1) year or more of net credited service with the Company who provides the Company with the certificate referred to in 22.11 (d) as well as proof that she has applied for and is eligible to receive Unemployment Insurance benefits, shall be paid a Supplementary Pregnancy Allowance in accordance with the provisions of 22.18 and 22.19.

22.18 To be eligible, the employee shall sign an agreement with the Company providing:

(a) That she will return to work and remain in the Company's employ for a period of at least six months after her return to work,

(b) That she will return to work on the date of the expiry of her maternity leave, and

(c) That the employee recognizes that she is indebted to the Company for the amount received as a Supplementary Pregnancy Allowance should she fail to return to work and remain in the employ of the Company as provided in subsections 22.18 (a) and (b).

22.19 In respect of the period of maternity leave, payments made according to the Supplementary Pregnancy Allowance will consist of the following:

(a) For the first two weeks, nil payment.

(b) During the 15 week period, following the waiting period, the combination of the employee's weekly gross EI benefit payment and the gross income top up payment will equal seventy-five percent (75%) of the employee's regular gross earnings prior to the commencement of the leave.

(c) In the event that legislation is enacted that provides additional Employment Insurance benefits (other than increases in the maximum standard benefits) or any other payment to salary during the 15 weeks period to an employee on account of her pregnancy, the amount she is entitled to receive as provided in (b) shall be decreased by the amount she would be entitled to receive as a result of such additional Employment Insurance or other payment.

22.20 Employees have no vested right to payments under the Supplementary Unemployment Benefits Plan except to payments during a period of unemployment specified in the plan.

22.21 Any payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the Supplementary Employment Benefits Plan.

ARTICLE 23 - Examinations

23.1 When an employee is required by the Company to take a periodic examination in the Uniform Code of Operating rules and/or is directed to attend rule classes during his/her off-duty hours, he/she will be compensated for the time involved on the following basis:

(a) Employees required to take "A" book examinations will receive three hours pay at punitive rate.

(b) Employees required to take examinations on other than the "A" book will receive three hours pay at punitive rate.

The above will not apply to employees directed to attend rule classes as a disciplinary measure, nor will employees be paid for taking rules examinations which they fail to pass to the satisfaction of the rule examiner.

23.2 When an employee is required by the Company to take a periodic medical examination during his/her off-duty hours, he/she will receive three hours pay at punitive rate for the time involved.

ARTICLE 24 - Court and Jury Duty

24.1 Attending Court

Employees attending court or investigation at the request of the proper officer of the System will have their expenses paid by the **Company** as per Article 6.8, in addition to their scheduled wages. Any fees accruing to the employee will be assigned by the **Company**.

24.2 Jury Duty

An employee who is summoned/subpoenaed for jury duty or court attendance (not as a plaintiff, defendant, or voluntary witness) and is required to lose time from his/her scheduled assignment, shall be paid for actual straight time lost with a minimum of one basic day's pay at the straight time rate of his/her assigned position for each day lost. Any amounts paid by the court for attendance, excluding meal, lodging, and transportation costs, shall be remitted to the Company. To qualify for such payments, the employee must furnish the Company with a statement from the court requiring attendance, jury/witness allowances paid and the days which attendance was required. An employee who has been allotted his/her vacation dates may reschedule such vacation because he/she is called for jury duty.

ARTICLE 25 - Service Papers

25.1 An employee securing employment with the **Company** shall, within 30 days from the date of employment, have returned to him/her all Service Cards and Letters of Recommendation which may have been taken up the **Company**, except any previously issued by the **Company**.

25.2 An employee leaving the service of the **Company** shall, on request in writing, within five days, be furnished with a certificate by the proper official stating term or terms of service, capacities in which employed, and whether discharged or leaving the service of his/her own accord. If discharged, cause of dismissal will be stated. If detained more than five days awaiting such certificate, he/she shall be paid schedule wages for all time in excess of five days. Unless otherwise requested, this certificate will be mailed to the employee at the place of last employment.

Penalty payment of wages for delay awaiting the certificate will be limited to a period of 30 days immediately following the date of first request unless the employee can show that he/she has traced unsuccessfully for same during that period.

ARTICLE 26 – Relocation Expenses

26.1 To be eligible for relocation expenses an employee:

(a) must have been laid off or displaced, under conditions where such layoff or displacement is likely to be of a permanent nature, with the result that no work is available at his/her home location and in order to hold other work in the Company, such employee is required to relocate; or

(b) must be engaged in work which has been transferred to a new location and the employment moves at the instance of the Company;

26.2 Employees shall be allowed reasonable time off work to search for a suitable house or accommodation in new location, and to make necessary arrangements at the time of the move, and shall suffer no loss in regular pay therefore. It is understood that the expression "regular pay" does not include shift differentials.

26.3 The Company agrees to bear the duly verified transportation expenses of the employee, his immediate family and household effects as outlined in the Company practices.

26.4 The Company will pay for legal fees and real estate agent fees as outlined in the Company practices.

26.5 An employee, who decides to continue an extended commute rather than move to the new location, will be eligible for travel allowance in lieu of relocation assistance. The monthly allowance of \$250 will be payable for a maximum of twelve (12) months from the date of transfer to his/her new location. Should the employee elect to transfer to other locations during such 12-month period following the date of transfer, he/she shall continue to receive the monthly allowance until the expiration of the original 12-month period.

ARTICLE 27 - General Holidays

27.1 An employee who qualifies in accordance with Article 27.2 hereof, shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day.

**New Year's Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day**

In addition to the holidays stipulated in section 27.1, each employee will be provided with three (3) floater holidays.

Time off requests for floater holidays must be requested at least 48 hours in advance. Time off will be subject to company service requirements and at no additional cost to the company.

Floater holidays earned during a calendar year may be use up to March 31 of the following year.

27.2 In order to qualify for pay for any one of the holidays specified in Article 27.1 hereof, an employee:

(a) must have been in the service of the Company and available for duty for at least 30 calendar days. This Clause (a) does not apply to an employee who is required to work on the holiday;

(b) must be available for duty on such holiday if it occurs on one of his/her work days excluding vacation days except that this does not apply in respect of an employee who is laid off or suffering from a bona fide injury, or who is hospitalized on the holiday, or who is in receipt of, or who subsequently qualifies for, weekly sickness benefits because of illness on such holiday; a regularly assigned employee who is required to work on such general holiday shall be given an advance notice of four calendar days, except for unforeseen exigencies of the service, in which case he/she will be notified not later than the completion of his/her shift or tour of duty immediately preceding such holiday that his/her services will be required;

(c) must be entitled to wages for at least 10 shifts or tours of duty during the 30 calendar days immediately preceding the general holiday. This Clause (c) does not apply to an employee who is required to work on the holiday.

Note: Provided that an employee is available for work on the general holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies for weekly sickness benefits and authorized maternity, parental or adoption leaves will be included in determining the 10 shifts or tours of duty referred to in this Clause (c).

27.3 A qualified employee whose vacation period coincides with any of the general holidays specified in Article 27.1 hereof, shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.

27.4(1)(a) An assigned employee qualified under Article 27.2 hereof, and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate of his/her regular assignment.

(b) An unassigned or spare employee qualified under Article 27.2 hereof, and who is not required to work on a general holiday, shall be paid eight hours' pay at the straight time rate applicable to the position in which such employee worked his/her last tour of duty prior to the general holiday.

NOTE: In the application of Article 27.4(1) hereof, for weekly rated employees "eight hours' pay at the straight time rate" shall be deemed to be a day's pay as calculated according to Article 27.6 hereof.

(2) An employee paid on an hourly, daily, or weekly basis who is required to work on a general holiday shall be paid, in addition to the pay provided in Article 27.4(1) hereof, at a rate equal to one and one-half times his/her regular rate of wages for the actual hours worked by him/her on that holiday with a minimum of three hours for which three hours' service may be required, but an employee called for a specific purpose shall not be required to perform routine work to make up such minimum time.

27.5 Where a portion of an employee's regularly assigned shift falls on a general holiday, all hours of work performed on such general holiday shall be paid at time and one half.

27.6 The daily rate of pay for weekly rated employees shall be the weekly rate divided by five.

ARTICLE 28 - Vacations

28.1 Annual Vacation Entitlement

<u>Years of Net Credited Service</u>	<u>Weeks of Vacation</u>
1	2
3	3
7	4
15	5
25	6

Effective January 1, 2016

All vacations are for a full calendar year. The vacation for a particular year may be scheduled during the period of January 1st of that year to the end of April of the following year, it being understood that vacation entitlement is determined in accordance with seniority in the year for which vacation is given.

New employees hired after December 31st, 2015 will receive one day of vacation per month of service up to a maximum of ten (10) days in their first year of engagement. A new employee must be hired prior to the 15th of the month in order to receive vacation entitlement for the month.

Effective January 1, 2016, the company will move from an accrued vacation pay system to a current year vacation system. An employee shall be paid during vacation at his basic rate of pay in effect at the time of his vacation but, vacation pay for an employee each year shall not be less than two (2) % of his earnings in the calendar year for which the vacation is given, for each week of vacation.

Employees on Company payroll as of December 31st, 2015 have accrued vacation pay entitlement calculated by taking the number of weeks of vacation entitlement as of December 31st, 2015 multiplying the number of weeks by 2% and then multiplying this percentage by the employee's gross earnings for 2015. (e.g. 4 weeks entitlement = 8% x gross earnings).

Employees with 2015 accrued vacation pay entitlement will have the option of either getting paid out the amount as a lump sum, or retaining their 2015 accrued vacation for use as paid time off (additional vacation). Employees will have to advise their manager of their choice within 60 days of the ratification of the new collective agreement. The choice, once made, is irrevocable.

Employees who decide to take their 2015 accrued vacation as paid time off will have this additional vacation put in an Accrued AV Bank. Employees will be allowed to use up to two weeks of their Accrued AV Bank per year until depleted. It is understood that the approval and scheduling of Accrued AV Bank time will be outside of the regular vacation approval process, and approved in order of seniority, subject to Company service requirements.

Employees who decide to get their 2015 accrued vacation paid out as a lump sum will receive their full amount by the expiration date of the current collective agreement. The Company will determine the exact payment date and all employees will receive their lump sum amount on the same payment date. If an employee leaves the Company prior to the payment date, the amount will be paid out upon termination.

When an employee leaves (resigns, is terminated, or is laid off), the employee will receive current year termination vacation pay in lieu of vacation calculated as follows:

(a) Determine the number of weeks and amount of vacation that has already been paid out to the employee for the current year (i.e., the year of termination or dismissal).

(b) Calculate the vacation pay entitlement for the current year i.e., number of weeks of entitlement x 2% x year-to-date earnings during the current calendar year.

(c) Deduct the amount in a) from the amount in b) and pay out as termination vacation pay in lieu of vacation.

28.2 An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his/her vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the Company officer in charge and will continue his/her vacation if within his/her scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper officer of the Company and the Union.

28.3 An employee who, due to sickness or injury, is unable to take or complete his/her annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.

28.4 An employee who is entitled to vacation shall take same at the time scheduled. If, however, it becomes necessary for the Company to reschedule an employee's scheduled vacation dates, he/she shall be given at least 15 working days' advance notice of such rescheduling and will be paid at the rate of time and one-half his/her regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which he/she is entitled will be granted at a mutually agreed upon later date. This Article 28.6 does not apply where rescheduling is a result of an employee exercising his/her seniority to a position covered by another vacation schedule.

28.5 Provided an employee renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, authorized pregnancy leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 100 days in any calendar year, shall be included in the computation of service in that year for vacation purposes. The days of vacation with pay are regular working days.

28.6 Applications for vacation filed in January of each year will be given preference in order of seniority of applicants. Applicants will be advised in February of dates allotted to them. January applicants will be given preference over later applicants and unless otherwise mutually agreed, employees who do not apply for vacations in January shall be required to take their vacation at a time to be prescribed by the **Company**.

28.7 Split Vacations

a) Employees with three weeks' vacation or less will be allowed to split their vacation into two portions, not including floating vacation days.

(b) Employees with four weeks' vacation will be allowed to split their vacation into a maximum of three portions, not including floating vacation days.

(c) Employees with more than four weeks' vacation will be allowed to split their vacation into a maximum of four portions, not including floating vacation days.

(d) No portion of any split may be for less than 4 days.

(e) Applications for split vacations must be made in accordance with Article 28.14. In the application, employees will designate as "first choice" the position of the split vacation most critical or most important to them.

(f) All first choices will be satisfied within an office or group, as applicable, in order of seniority, before subsequent choices are considered.

28.8 Floating Vacation Days

(a) A floating vacation day is a day of vacation entitlement that the employee has specifically requested to be left unscheduled. Requests to designate vacation days as floating must be made in the month of January and at the same time that any application for scheduled vacation is made.

(b) Up to 5 days can be designated as floating.

Requests to take a day, or half day, of vacation that has been designated floating must be made to the Supervisor at least 48 hours before the desired day. Approval of any request shall not cause any additional expense to the Company for any reason.

(c) Floating vacation days may be used during the period of January 1st of that year to the end of April of the following year.

ARTICLE 29 - Health and Welfare

29.1 The Company agrees to review with the Union, prior to its implementation, any change in the level of benefits provided to employees covered by this Agreement under the following:

- **The Pension Plan**
- **The health, life and accident insurance coverage under the Omniflex-Benefits Program**
- **The Disability Plans.**

Details of the pension and benefit plans can be found at <https://www.benefits-avantages.hroffice.com>

29.2 Bereavement leave, dental and extended health care coverage will be extended to individuals of the same sex who are in a spousal relationship with an employee.

29.3 Sickness and accident indemnity shall be provided for all regular employees on the active payroll, as follows:

<u>For Incidental Absences</u>	<u>Benefits Begin on</u>
Less than 3 years' service	Second Day
3 years and over	First Day

The first seven (7) consecutive days are considered incidental absences and are not part of STD. During the initial seven days of absences, the employee will receive 100% of his/her base salary as per the above chart.

Short Term Disability

Upon completion of the seven (7) consecutive incidental absences, the employee will be eligible for STD as defined below:

First eight (8) weeks will be paid at 100% of his/her base salary

Next eighteen (18) weeks will be paid at 80% of his/her base salary for a total of twenty-six (26) weeks of STD.

The entire cost of the above shall be borne by the Company.

29.4 Long Term Disability

(a) The Company will pay the entire cost of a Select Long Term Disability Plan, as particularized on the Benefits site, for all regular employees on the active payroll.

(b) An employee who has used up his STD entitlement and who qualifies, or is waiting to qualify, for LTD will be given the option of using up any time owing prior to going on LTD or receiving this time owing as a lump sum after he has been on LTD for a period of 12 months.

ARTICLE 29A - Workers' Compensation/Short Term Disability

In the event that an employee's claim for **WSIB** benefits is challenged by the Company or **WSIB**, or if such claim is delayed for more than two weeks from the time reported, the employee may apply for **short term disability** benefits. Applications for **short term disability** benefits under this provision will be processed in the normal manner as regular **short term disability** benefits and will be adjudicated in accordance with our **short term disability** provisions, excluding the requirement that the injury/illness cannot be work related. In making application for **short term disability** benefits under this provision, the employee will be required to complete a waiver directing that should the **WSIB** claim be approved, **WSIB** will reimburse the Company's insurance carrier directly. This means that the employee must submit both the **short term disability form** and provide additional information if required.

ARTICLE 30 - Bereavement Leave

30.1 An employee who has not less than three months of cumulative compensated service shall, upon the death of the employee's spouse, children or parent be entitled to five days bereavement leave without loss of pay.

Upon the death of an employee's grandparent, spouse's grandparent, grandchild, brother, sister, step-brother, step-sister, step-parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, **step children**, and **any other relative residing in the same residence as does the employee**, the employee shall be entitled to three days' bereavement leave without loss of pay provided he/she has not less than six months' cumulative compensated service. It is the intent of this Article to

provide for the granting of leave from work on the occasion of a death as aforesaid and for the payment of his/her regular wages for that period to the employee to whom leave is granted.

An employee who, while on scheduled vacation becomes eligible for bereavement leave will be able to reschedule the vacation days affected by the bereavement leave. Such vacation will be taken at a time mutually agreeable to the Company and the employee.

In the exceptional cases where the funeral or arrangements are delayed, the employee can defer a portion or all of the leave; however, the total allotment of days remains unchanged.

The Company shall extend this period of absence with pay to one (1) week when the bereavement requires the employee to leave the town in which he is employed and travel a one-way distance of 200 or more kilometers.

ARTICLE 31 - Deduction of Union Dues

31.1 The **Company** shall deduct on the payroll for any pay period which contains the 24th calendar day of the month from the wages due and payable to each employee coming within the scope of this Collective Agreement an amount equivalent to the uniform monthly Union dues of the **Union** subject to the conditions and exceptions set forth hereunder.

31.2 The amount to be deducted shall be equivalent to the uniform, regular dues payment of the **Union** covering the position in which the employee concerned is engaged and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of this Agreement except to conform with a change in the amount of the regular dues of the **Union** in accordance with its constitutional provisions. The provisions of this Article shall be applicable on receipt by the **Company** of notice in writing from the **Union** of the amount of regular monthly dues.

31.3 Employees filling positions of a supervisory or confidential nature not subject to all the rules of this Agreement as agreed between the appropriate officers of the **Company** and of the **Union** shall be excepted from dues deduction.

31.4 Membership in the **Union** shall be available to any employee eligible under the constitution of the **Union** on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local lodge or division concerned. Membership shall not be denied for reasons of race, national origin, colour, or religion.

31.5 Deductions shall commence on the payroll for the first pay period which contains the 24th calendar day of the month after the date of first service in a position subject to this Agreement.

31.6 If the wages of an employee on the payroll for the pay period which contains the 24th calendar day of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the **Company** in such month. The **Company** shall not, because the employee did not have

sufficient wages payable to him/her on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

31.7 Employees filling positions coming within the scope of more than one wage agreement in the pay period in which the deduction is made shall have dues deducted for the organization holding the Agreement under which the preponderance of their time is worked in that period. Not more than one deduction of dues shall be made from any employee in any month.

31.8 Only payroll deductions now or hereafter required by law, deductions of monies due or owing the **Company**, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.

31.9 The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the **Company** to the officer of the **Union** as may be mutually agreed by the **Company** and the **Union** not later than 40 calendar days following the pay period in which the deductions are made.

31.10 The **Company** shall not be responsible financially or otherwise either to the **Union** or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, if any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the **Company** shall adjust it directly with the employee. In the event of any mistake by the **Company** in the amount of its remittance to the **Union**, the **Company** shall adjust the amount in a subsequent remittance. The **Company's** liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amount payable to the designated officer of the **Union**.

31.11 The question of what, if any, compensation shall be paid the **Company** by the **Union** in recognition of services performed under this Agreement shall be left in abeyance subject to reconsideration at the request of either party on 15 days' notice in writing.

31.12 In the event of any action at law against the parties hereto or any of them resulting from any deduction or deductions from payrolls made or to be made by the **Company** pursuant to Article 31.1 of this Agreement, both parties shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence except that, if at the request of the **Union** counsel fees are incurred, these shall be borne by the **Union**. Save as aforesaid the **Union** shall indemnify and save harmless the **Company** from any losses, damages, costs, liability, or expenses suffered or sustained by the **Company** as a result of any such deduction or deductions from payrolls.

ARTICLE 32 – (Left Blank Intentionally)

ARTICLE 33 - Arbitration

33.1 When a grievance relating to the interpretation, application, administration or alleged violation of any provision of this Agreement is still unresolved after the

grievance procedure has been exhausted, there shall be no stoppage of work, but the Union or the Company may institute arbitration proceedings in the manner, and subject to the terms, set forth below.

33.2 It being agreed that the right to arbitration does not extend to any matter other than those expressly mentioned in section 33.1 of this Article, either party may, within 60 calendar days of the expiry of the disposition of the matter at Step 3 of the grievance procedure, institute arbitration proceedings by written notice to the other party.

33.3 If mutually agreed the parties may use an expedited process in order to settle a dispute.

33.4 The dispute will be heard by a single arbitrator who has been mutually agreed to by both parties. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance in question.

33.5 Each of the parties hereto shall equally bear the expenses and/or fees of the Arbitrator. Except as aforesaid, each of the parties hereto shall bear all expenses, incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits or otherwise.

33.6 The Arbitrator shall not have jurisdiction or power to make any decision inconsistent with the terms of this Agreement, nor to alter, modify or amend this Agreement, but shall base his decision on the contractual rights of the parties as disclosed by this Agreement.

33.7 The decision of the Arbitrator is final and binding upon the parties and upon any employee affected by it.

ARTICLE 34 – Rates of Pay

34.1 Network Services Technicians:

	Maximum Wage Rate for:	31-Dec-15	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
			1.75%	1.75%	2.00%	2.00%
Time Interval						
0 - 6 months	NST1 - apprentice	\$24.5112	\$24.9401	\$25.3766	\$25.8841	\$26.4018
7 - 12 months	NST2 - apprentice	\$25.1398	\$25.5797	\$26.0274	\$26.5479	\$27.0789
13 - 18 months	NST3 - apprentice	\$25.7844	\$26.2356	\$26.6948	\$27.2286	\$27.7732
19 - 24 months	NST4 - apprentice	\$26.4457	\$26.9085	\$27.3794	\$27.9270	\$28.4855
25 - 30 months	NST5 - apprentice	\$27.1237	\$27.5984	\$28.0813	\$28.6430	\$29.2158
31 - 36 months	NST6 - apprentice	\$27.8194	\$28.3062	\$28.8016	\$29.3776	\$29.9652
37 - 42 months	NST7	\$28.5325	\$29.0318	\$29.5399	\$30.1307	\$30.7333
43 - 48 months	NST8	\$29.2640	\$29.7761	\$30.2972	\$30.9031	\$31.5212
49 - 54 months	NST9	\$30.0147	\$30.5400	\$31.0744	\$31.6959	\$32.3298
55 - 60 months	NST10	\$30.7549	\$31.2931	\$31.8407	\$32.4776	\$33.1271
61 - 66 months	NST11	\$32.4144	\$32.9817	\$33.5588	\$34.2300	\$34.9146
67 mths & thereafter	NST12	\$33.7984	\$34.3899	\$34.9917	\$35.6915	\$36.4054
73 mths & thereafter	NSTC (with certifications)	\$35.6425	\$36.2662	\$36.9009	\$37.6389	\$38.3917

34.2 Network Installation Repair Technicians:

	Maximum Wage Rate for:	31-Dec-15	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
			1.75%	1.75%	2.00%	2.00%
0 - 6 months	NIRT1	\$28.5325	\$29.0318	\$29.5399	\$30.1307	\$30.7333
7 - 12 months	NIRT2	\$29.2640	\$29.7761	\$30.2972	\$30.9031	\$31.5212
13 - 18 months	NIRT3	\$30.0147	\$30.5400	\$31.0744	\$31.6959	\$32.3298
19 - 24 months	NIRT4	\$30.7549	\$31.2931	\$31.8407	\$32.4776	\$33.1271
25 mths & thereafter	NIRT5	\$32.4144	\$32.9817	\$33.5588	\$34.2300	\$34.9146
	Cable Splicer (CST)	\$32.9121	\$33.4881	\$34.0741	\$34.7556	\$35.4507

34.3 Installation Technicians:

	Maximum Wage Rate for:	31-Dec-15	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
			1.75%	1.75%	2.00%	2.00%
Time Interval						
0 - 6 months	IT1	\$23.8984	\$24.3166	\$24.7422	\$25.2370	\$25.7417
7 - 12 months	IT2	\$24.5112	\$24.9401	\$25.3766	\$25.8841	\$26.4018
13 - 18 months	IT3	\$25.1398	\$25.5797	\$26.0274	\$26.5479	\$27.0789
19 - 24 months	IT4	\$25.7844	\$26.2356	\$26.6948	\$27.2286	\$27.7732
25 - 30 months	IT5	\$26.4457	\$26.9085	\$27.3794	\$27.9270	\$28.4855
31 - 36 months	IT6	\$27.1237	\$27.5984	\$28.0813	\$28.6430	\$29.2158
37 - 42 months	IT7	\$27.8194	\$28.3062	\$28.8016	\$29.3776	\$29.9652
43 - 48 months	IT8	\$28.5325	\$29.0318	\$29.5399	\$30.1307	\$30.7333
49 - 54 months	IT9	\$29.2640	\$29.7761	\$30.2972	\$30.9031	\$31.5212
55 - 60 months	IT10	\$30.0147	\$30.5400	\$31.0744	\$31.6959	\$32.3298
61 - 66 months	IT11	\$30.7549	\$31.2931	\$31.8407	\$32.4776	\$33.1271
67 mths & thereafter	IT12	\$32.4144	\$32.9817	\$33.5588	\$34.2300	\$34.9146

34.4 Outside Plant Construction Technician:

	Maximum Wage Rate for:	31-Dec-15	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
			1.75%	1.75%	2.00%	2.00%
Time Interval						
0 - 6 months	Construction1	\$24.5112	\$24.9401	\$25.3766	\$25.8841	\$26.4018
7 - 12 months	Construction2	\$25.1398	\$25.5797	\$26.0274	\$26.5479	\$27.0789
13 - 18 months	Construction3	\$25.7844	\$26.2356	\$26.6948	\$27.2286	\$27.7732
19 - 24 months	Construction4	\$26.4457	\$26.9085	\$27.3794	\$27.9270	\$28.4855
25 - 30 months	Construction5	\$27.1237	\$27.5984	\$28.0813	\$28.6430	\$29.2158
31 - 36 months	Construction6	\$27.8194	\$28.3062	\$28.8016	\$29.3776	\$29.9652
37 - 42 months	Construction7	\$28.5325	\$29.0318	\$29.5399	\$30.1307	\$30.7333
43 - 48 months	Construction8	\$29.2640	\$29.7761	\$30.2972	\$30.9031	\$31.5212
49 - 54 months	Construction9	\$30.0147	\$30.5400	\$31.0744	\$31.6959	\$32.3298
55 mths & thereafter	Construction10	\$30.7549	\$31.2931	\$31.8407	\$32.4776	\$33.1271

Assistant Supervisor Outside Plant Construction –
Network Installation Repair Technician's rate plus 5% per hour

- * Groundmen
- * Cable Splicer

***NOTE:** These positions are not presently used. If and when they are again filled, rates of pay will be subject to negotiation.

Effective July 1, 2005, employees working underground will receive a shift differential of \$2.50 per hour.

34.5 Installation Asst. (Shop Helper):

		31-Dec-15	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
			1.75%	1.75%	2.00%	2.00%
		\$25.3073	\$25.7502	\$26.2008	\$26.7248	\$27.2593

34.6 Students:

		31-Dec-15	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
			1.75%	1.75%	2.00%	2.00%
		\$11.7588	\$11.9646	\$12.1740	\$12.4174	\$12.6658

Students may be hired for the following purposes:

- (1) To provide vacation relief
- (2) As trainees
- (3) As general or gang labourers

34.7(a) Employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of **.70** cents per hour and employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of **.85** cents per hour. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence from duty such as vacations, general holidays, etc.

(b) For regular work on Saturday and/or Sunday, the employees will be paid a weekend differential of **.25** cents per hour in addition to the regular rate of pay.

(c) Employees who are required to work in the far North will be provided a differential of \$25 per day for each day required to work at any site north of Moosonee.

34.8(a) Progression to each of the rates shall be dependent upon the satisfactory performance of the employee consistent with training and experience. If an employee's increase is to be withheld, he/she shall be so notified in writing 30 days in advance of the date he/she would normally receive the increase and shall have 30 days in which to qualify.

(b) Should an employee fail to merit an increase in the initial 30 day period, outlined in paragraph (a), he/she is entitled to request and receive another review within 60 days and at 6 month intervals for an additional period of 2 years, and yearly thereafter.

(c) An employee, in order to establish level of performance or qualification when an increase is to be withheld, or has been withheld in accordance with paragraphs (a) and (b), and who has requested a review, may be required to successfully pass written and/or practical tests conducted by the **Company**.

(d) New hires entering the service with previous experience or educational credentials, or equivalent, shall be allowed half of the time so served to apply in arriving at the rate at which they will commence, provided that upon selection with supervisor or other officer, previous experience or education and present ability merit such consideration.

34.9 The time intervals specified for each step of the wage schedules is six months and shall be computed as follows:

(a) For an employee engaged or re-engaged between the 1st and 15th of the month, from the 1st day of that month.

(b) For an employee engaged or re-engaged between the 16th and the last day of the month, from the 1st day of the following month.

Progression increases in basic rates of pay which an employee would have received had he been on the job, shall not be made effective while he is absent due to leave of absence, accident, sickness or quarantine. However, such increases shall be made effective as of the date the employee returns to work following the absence, provided the absence has not been more than three (3) months. If the absence has been longer than three (3) months, only three (3) months wage schedule credit will be allowed for the period of absence.

34.10 All employees will participate in direct deposit for payroll purposes. Within 30 days of contract ratification, employees must provide the Company with the required banking information.

34.11 CSR:

		31-Dec-15	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
			1.75%	1.75%	2.00%	2.00%
0 - 6 months		\$17.9139	\$18.2274	\$18.5464	\$18.9173	\$19.2956
7 - 12 months		\$19.1462	\$19.4813	\$19.8222	\$20.2186	\$20.6230
13 - 18 months		\$20.3783	\$20.7349	\$21.0978	\$21.5197	\$21.9501
19 - 24 months		\$21.6105	\$21.9887	\$22.3735	\$22.8210	\$23.2774
25 - 30 months		\$22.8427	\$23.2424	\$23.6492	\$24.1222	\$24.6046
31 - 36 months		\$24.0749	\$24.4962	\$24.9249	\$25.4234	\$25.9319
37 - 42 months	Full Rate	\$25.3076	\$25.7505	\$26.2011	\$26.7251	\$27.2596
43 - 48 months	Senior Rep	\$26.8825	\$27.3529	\$27.8316	\$28.3883	\$28.9560
	Lead Hand	\$28.2267	\$28.7207	\$29.2233	\$29.8077	\$30.4039
	Inside Sales Specialist	\$30.0797	\$30.6061	\$31.1417	\$31.7645	\$32.3998

34.12 Help Desk Technician:

		31-Dec-15	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
			0%	0%	0%	2.00%
0 - 6 months		\$23.8984	\$23.8984	\$23.8984	\$23.8984	\$24.3764
7 - 12 months		\$24.5112	\$24.5112	\$24.5112	\$24.5112	\$25.0014
13 - 18 months		\$25.1400	\$25.1400	\$25.1400	\$25.1400	\$25.6428
19 - 24 months		\$25.7845	\$25.7845	\$25.7845	\$25.7845	\$26.3002
25 - 30 months		\$26.4460	\$26.4460	\$26.4460	\$26.4460	\$26.9749
31 - 36 months		\$27.1240	\$27.1240	\$27.1240	\$27.1240	\$27.6665
37 - 42 months		\$27.8195	\$27.8195	\$27.8195	\$27.8195	\$28.3759
43 - 48 months		\$28.5328	\$28.5328	\$28.5328	\$28.5328	\$29.1035

34.13 Current Senior Reps:

		31-Dec-15	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
			1.75%	1.75%	2.00%	2.00%
		\$28.0688	\$28.5600	\$29.0598	\$29.6410	\$30.2338

ARTICLE 35 - Applicable to Customer Service Representatives Only

35.1 Seniority will not be the determining factor in making appointments to the following positions:

- CSR Lead Hand
- Inside Sales Specialist

Appointments to these positions will be based on the qualifications, ability, and merit of the applicants.

ARTICLE 36 - Applicable to Help Desk Technicians Only

36.1 Left blank intentionally.

ARTICLE 37 - Negotiations during Term of Agreement

37.1 The parties to this Agreement confirm the desirability of settling by mutual agreement, during the term of this Agreement, any matter that is a source of dissatisfaction to either party, the settlement of which requires a change in such Collective Agreement and agree to take every reasonable means to resolve any such matter during the term of this Agreement.

If any such matter or matters cannot be settled by mutual agreement, during the term of this Agreement, such matter or matters may be progressed during the next open period of the Collective Agreement.

Company or **Union** proposals to change this Agreement other than major proposals such as wages, vacations, General Holidays, Health and Welfare, etc. may be submitted by the one party to the other at least nine months prior to the termination date of the Agreement with the intent that such proposals be resolved before the expiration of the Agreement.

Termination

Except as otherwise indicated the provisions of this Agreement become effective on **January 20, 2016** and supersede all previous Agreements, rules, and interpretations which are in conflict herewith. It will remain in effect until December 31, **2019** and hereafter until revised or superseded subject to four months' notice by either party at any time after August 31, **2019**.

EXECUTED at North Bay, Ontario this **10TH** day of **February, 2016**.

FOR THE COMPANY



Terry Deighton

FOR THE UNION



Ron Marleau



Bernhard Vierich



Michael Rennie



Tracy Cant

**LETTERS OF UNDERSTANDING AND
MEMORANDUMS OF AGREEMENT**

BETWEEN

Ontera

and

United Steelworkers TC Local 1976

LETTER OF UNDERSTANDING

BETWEEN

USW TC LOCAL 1976

AND

ONTERA

CONCERNING

SPECIALIZED TRAINING

This refers to Article 9.3(c), concerning specialized training and is further to our discussion in this regard on June 16 and 17, 1987.

Specialized training will include training on equipment which is unique or unusual to the area or office in which the employee works. This will include such apparatus as: DMS-10, DMS-200, computer applications and future equipment or apparatus which may require such specialized training.

Employees who are to be subject to this rule will be so advised prior to the commencement of the "specialized" training.



For the Company



For the Union

February 10, 2016

LETTER OF UNDERSTANDING

BETWEEN

USW TC LOCAL 1976

AND

ONTERA

CONCERNING

ASSIGNMENT OF INSTALLATION WORK

This will confirm our understanding resulting from discussions during negotiations concerning the assignment of Installation work.

In situations where installation work is assigned to employees in other than the Installation Technician Classification such employees will be paid, for time so occupied; the greater of the 7th year and thereafter rate of the Installation Technician or his/her rate of pay.



For the Company



For the Union

February 10, 2016

LETTER OF UNDERSTANDING

BETWEEN

USW TC LOCAL 1976

AND

ONTERA

CONCERNING

PAID EDUCATION LEAVE

The Company agrees to pay into a special fund .02 cents per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the United Steelworkers of America TC Local 1976 and sent by the Company to the following address:

**Vice President/Secretary-Treasurer
United Steelworkers TC Local 1976
2360 Ave De LaSalle, Suite 202
Montreal QC
H1V 2L1**

The Company further agrees that the members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence where necessary. In the event that service requirements conflict with such a leave, the parties agree to meet to determine if adequate staffing is available. Said leave shall only be granted provided there is no extra cost to the Company.

Written requests to the Company shall be submitted at least two (2) weeks in advance of the date of commencement of such a leave.

This Agreement becomes effective on date of signing and may be terminated at any time by the Union or on 12 months written notice by the Company.



For the Company



For the Union

February 10, 2016

LETTER OF UNDERSTANDING

BETWEEN

USW TC LOCAL 1976

AND

ONTERA

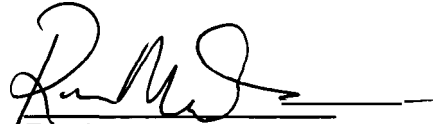
CONCERNING

PAYMENT OF COMPANY/CARRIER REQUESTED MEDICAL FORMS

This letter is in reference to the discussions during the 2008 round of bargaining with regard to the payment of Company/Carrier requested medical forms. To clarify the previous LOU dated January 20, 2003, it was agreed that the Company would bear the cost of any medical forms necessary for the ongoing adjudication of a claim, except for the initial "Part B" form when an employee is applying for Weekly Indemnity Benefits.



For the Company



For the Union

February 10, 2016

LETTER OF UNDERSTANDING

BETWEEN

USW TC LOCAL 1976

AND

ONTERA

CONCERNING

CONTRACTING OUT BARGAINING UNIT WORK

The Company will advise the Union representative as far in advance as is practicable, of its intention to contract out bargaining unit work.

It is agreed that each situation which involves the contracting out of bargaining unit work will be reviewed in consultation with the Union. During this review, the Union will be advised of the work to be contracted out, the anticipated duration of such work, the reasons for the outsourcing and the commencement date that the work will be done. The Union will respond within eight hours. The Company will give due opportunity and consideration to the Union's comments on the Company's plan to contract out and review in good faith such comments or alternatives put forth by the Union.

If the Union can demonstrate that the work can be performed internally in a timely fashion as efficiently, as economically, and with the same quality as by contract, the work will not be contracted out.



For the Company



For the Union

February 10, 2016

LETTER OF UNDERSTANDING

BETWEEN

USW TC LOCAL 1976

AND

ONTERA

CONCERNING

EMERGENCY CABLE LOCATES

This will conform our understanding resulting from discussion during negotiations concerning Emergency Cable Locates.

In the event that an Emergency Cable Locate is required after normal working hours, the Company will callout the appropriate Outside Plant employee normally responsible for that area. If the Outside Plant employee for that area is unavailable, the Company will callout any qualified Outside Plant employee (N.I.R.T., Cable Splicer, or Construction Lineman), based on location and seniority.

In the event that all attempts to secure a qualified Outside Plant employee are exhausted, a qualified Network Services Technician will be called out, based on location and seniority. The Company will provide a list of locations where cable locating equipment is available as well as a list of employees qualified to perform cable locates.



For the Company



For the Union

February 10, 2016

LETTER OF UNDERSTANDING
BETWEEN
USW TC LOCAL 1976
AND
ONTERA
CONCERNING
NSTC CERTIFICATION

During the 2008 round of bargaining the subject of NSTC certification was discussed.

The parties agreed that upon ratification, NST's appointed to the position will have up to 6 months to obtain certification provided adequate training and exposure to relevant work experience has been provided. Failure to achieve certification will result in the NST being displaced in accordance with Article 4.

NSTC's failing to recertify within a 3 month lapse of their certification will revert back to the NST rate until recertified. With regards to current NSTC's there shall be a 6 month grace period for employees without certification to obtain certification before implementation.



For the Company



For the Union

February 10, 2016

LETTER OF UNDERSTANDING

BETWEEN

USW TC LOCAL 1976

AND

ONTERA

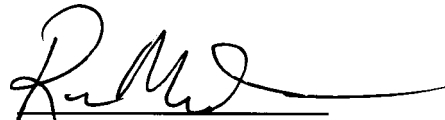
CONCERNING

CONSTRUCTION LINE GANG "TIME WORKED IN"

Notwithstanding Article 16.2, it is understood that when the Construction Line Gang is working away from headquarters, it may on occasion be preferable to travel outside of normal working hours to begin the next day at a new work location, or to minimize the time away from home. In each instance where the Manager Outside Plant and the Assistant Supervisor Outside Plant agree that such travel outside of normal working hours would be mutually beneficial, the Assistant Supervisor Outside Plant will advise those working under him/her, and such time will be considered straight time "worked in" for the current 40 hour work week.



For the Company



For the Union

February 10, 2016

LETTER OF UNDERSTANDING

BETWEEN

USW TC LOCAL 1976

AND

ONTERA

CONCERNING

**USE OF GPS TECHNOLOGIES IN/ON ONTERA OWNED/LEASED/RENTED
VEHICLES**

It is understood that this technology may be utilized on Ontera vehicles for the purposes of enhancing Health and Safety (i.e. missed ETA or traveling within remote areas), asset management and protection, fleet usage statistics, competition and increasing customer service, and dispatch functionality.

All vehicles with GPS functionality will be identified, and the Union will be advised in advance of any installation.

All recorded data will be treated as confidential and there shall be no usage of data in a manner that would serve to identify specific individuals, except for the purposes of enhancing Health and Safety and dispatch functionality. GPS data will not be used to conduct surveillance on employees; however, GPS derived information may be used to supplement internal investigations in the event of documented complaints from the public, criminal investigations, and motor vehicle accidents. Ontera will not use the information gathered to evaluate daily employee performance.



For the Company



For the Union

February 10, 2016

LETTER OF UNDERSTANDING

BETWEEN

USW TC LOCAL 1976

AND

ONTERA

CONCERNING

EARLY RETURN TO WORK
STATEMENT OF COMMITMENT

Early Return to Work

The United Steelworkers and Management of the applicable Department care about the well being of their members and employees. We each acknowledge that employees who become disabled want to return to work as soon as possible and the sooner and employee returns to work the sooner they are more likely to fully recover. As a consequence, the parties have jointly taken this pro-active approach and developed the attached ERTW program which is consistent with Company policy 6-P.

Early Return to Work

The purpose of an early return to work program is to return the employee to their regular assignment as soon as possible. Early return to work is a program which enables employees to return to work before they have fully recovered from an injury or illness and who are expected to be able to return to their regular assignment, to return to work. The accommodation of the employee's restrictions can include modifying the employee's regular assignment, or temporarily assigning the employee to alternative employment which meets their restrictions.

Process

As soon as possible following the cause of lost time as the result of an injury or illness, the employee and his/her immediate supervisor will jointly develop a contact strategy which would include such things as follow up from medical appointments or significant changes in status, this will be forwarded to the Joint Committee. Access to any and all ERTW forms shall be strictly limited to the ERTW Joint Committee and those management personnel identified by the ERTW Committee.

Employees who are ready to return to work with restrictions will submit a completed Early Return to Work form to his/her immediate supervisor. If the restriction can be accommodated by the supervisor, then the employee would return to work on the modified assignment for the time frame specified on the ERTW form, subject to the follow up identified in the completed form.

If the supervisor is unable to accommodate the restrictions or is unable to determine whether the restriction can be accommodated within five (5) working days, the Joint ERTW Committee consisting of 1 Department rep, 1 HR rep and 1 USW rep, will conduct a review to consider broader opportunities or alternative employment within the Department, mindful of seniority, work requirements and employee's abilities.

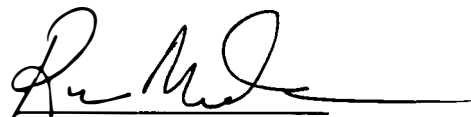
If the Joint ERTW Committee is unable to find a suitable placement within two weeks, this will be communicated to the employee identifying reasons why they are unable to accommodate, this could include that further information is required, further recovery is needed or no work is available. If the ERTW Committee determines that an accommodation cannot be made within the two week time frame, the employee shall remain on the applicable wage replacement program in accordance with the collective agreement or WSIB. If the ERTW Committee makes a recommendation to accommodate an employee, it shall be proposed to the Department.

Temporary accommodations may last up to six months and any reassessment or follow up will be established by the medical community on an individual basis. Employees on long term accommodation (more than 6 months) shall be reviewed by the ERTW Committee once a year to establish if there have been any changes in the employee's condition that could affect the accommodation. Should additional accommodation be required, the Committee will again conduct a review to include any new or additional information. For longer term accommodation, medical reassessment may be required at six month intervals on an individual basis.

Any costs associated with the completion of the ERTW form will be borne by the Company. Wages for appointments or treatments required to assist the employee in returning to their regular assignment will be continued by the Company. When it is necessary for these appointments to be made during working hours, every effort should be made to have these appointments at the beginning or end of the employee's shift.



For the Company



For the Union

February 10, 2016

MEMORANDUM OF AGREEMENT

BETWEEN

USW TC LOCAL 1976

AND

ONTERA

CONCERNING

INTEGRATION OF ONTERA AND NORTHERNTEL NOC'S

The Company and the Union agree to the following special working conditions to allow for the efficient operation and integration of the ONTERA and NorthernTel NOC's situated in Timmins, Ontario.

1) Ontera's Network Service Technicians will continue to provide NOC support for Ontera's network, Monday to Friday, during regular business hours, which are currently 8:00am to 5:00pm.

2) All after hour NOC support on Ontera's network (week nights and weekends) will be transferred to NorthernTel and supported by NorthernTel's technicians.

3) Ontera's Network Service Technicians may take overflow calls, as required, as it relates to NorthernTel's NOC, during regular business hours from Monday to Friday.

4) NorthernTel's technicians may take overflow calls, as required, as it relates to Ontera's NOC, during regular business hours from Monday to Friday.

5) The Company commits to providing the necessary training to Ontera's Network Service Technicians so that they are comfortable supporting the NTL NOC.

6) Any overtime required to service Ontera's network will first be offered to Ontera technicians.

7) The parties agree to meet on a regular basis to discuss functioning of this sharing of work agreement.

8) Either party can terminate this agreement by giving the other party 60 days' notice.



For the Company



For the Union

February 10, 2016

MEMORANDUM OF AGREEMENT

BETWEEN

USW TC LOCAL 1976

AND

ONTERA

CONCERNING

SHARING OF CUSTOMER SERVICE REPRESENTATIVE WORK

The Company and the Union agree to the following terms and conditions related to the work performed by the Customer Service Representatives at Ontera.

- 1) Ontera's Customer Service Representatives will continue to provide service to its residential and business customers.**
- 2) Ontera's CSR's will take overflow calls, as required, from Telebec and NorthernTel customers.**
- 3) NorthernTel's and Telebec's CSR's will take overflow calls, as required, from Ontera customers**
- 4) The Company commits to providing the necessary training to Ontera's CSR's so that they are comfortable taking calls from NorthernTel and Telebec customers.**
- 5) Any overtime required to service Ontera's customers will first be offered to Ontera CSRs.**
- 6) The parties agree to meet on a regular basis to discuss functioning of this sharing of work agreement.**
- 7) Either party can terminate this agreement by giving the other party 60 days' notice.**



For the Company



For the Union

February 10, 2016

MEMORANDUM OF AGREEMENT

BETWEEN

USW TC LOCAL 1976

AND

ONTERA

CONCERNING

SHARING OF INTERNET HELP DESK WORK

The Company and the Union agree to the following terms and conditions related to efficient operation of the Help Desk at Ontera.

1) Ontera's Help Desk Technicians will continue to provide Internet help desk support to Ontera's residential and business Internet customers Monday to Friday during regular business hours, which are currently 8:00am to 8:00pm.

2) All after hour support calls (week nights and weekends) from Ontera's residential and business Internet customers will be answered by Telebec's Internet agents located in Val d'Or, Quebec.

3) Ontera's Help Desk Technicians will take overflow calls, as required, from Telebec's Internet Help Desk during regular business hours from Monday to Friday.

4) Telebec's Internet agents will take overflow calls, as required, from Ontera's Internet Help Desk during regular business hours from Monday to Friday.

5) The Company commits to providing the necessary training to Ontera's Help Desk Technicians so that they are comfortable taking support calls from Telebec.

6) Any overtime required to service Ontera's customers will first be offered to Ontera Help Desk technicians.

7) The parties agree to meet on a regular basis to discuss functioning of this sharing of work agreement.

8) Either party can terminate this agreement by giving the other party 60 days' notice.



For the Company



For the Union

February 10, 2016

MEMORANDUM OF AGREEMENT

BETWEEN

USW TC LOCAL 1976

AND

ONTERA

CONCERNING

**SHARING OF FIELD SERVICE AND/OR FULFILLMENT (NETWORKING) WORK
WITH BELL**

The Company and the Union agree to the following terms and conditions related to the sharing of field service and/or fulfillment (networking) technician work between Ontera and Bell Canada in the geographic areas of Sault Ste Marie, Sudbury, North Bay and Moosonee (and remote north)

- 1) Ontera's technicians (Network Service Technicians, NIRTs, Installation Technicians, and Outside Plant Construction Technicians) will continue to perform their normal work servicing its network and customers in the Ontera territory mentioned in the preamble.**
- 2) Bell Canada technicians will continue to perform their normal work servicing its network and customers in the Bell Canada territory mentioned in the preamble.**
- 3) Ontera technicians will be utilized, as required and where capable, to perform work servicing Bell's network and customers, during regular hours of work, based on the needs of the business. For clarity, the use of Ontera technicians to service Bell's network and customers will be limited to situations where Bell technicians are not reasonably available.**
- 4) Bell technicians will be utilized, as required and where capable, to perform work servicing Ontera's network and customers, during regular hours of work, based on the needs of the business. For clarity, the use of Bell technicians to service the Ontera network and customers will be limited to situations where Ontera technicians are not reasonably available.**
- 5) Any call outs and/or overtime required to service Ontera's network or customers will first be offered to Ontera technicians. If Ontera technicians are not available, then the work will be offered to Bell technicians.**
- 6) The parties agree to meet on a regular basis to discuss functioning of this sharing of work agreement.**
- 7) Either party can terminate this agreement by giving the other party 60 days' notice.**

A handwritten signature consisting of a large, stylized 'H' followed by a horizontal line extending to the right.

For the Company

A handwritten signature consisting of a large, stylized 'R' followed by a horizontal line extending to the right.

For the Union

February 10, 2016

MEMORANDUM OF AGREEMENT

BETWEEN

USW TC LOCAL 1976

AND

ONTERA

CONCERNING

**SHARING OF FIELD SERVICE AND/OR FULFILLMENT (NETWORKING) WORK
WITH NORTHERNTEL**

The Company and the Union agree to the following terms and conditions related to the sharing of field service and/or fulfillment (networking) technician work between Ontera and NorthernTel.

1) Ontera's technicians (Network Service Technicians, NIRTs, Installation Technicians, and Outside Plant Construction Technicians) will continue to perform their normal work servicing its network and customers in the Ontera territory.

2) NorthernTel technicians will continue to perform their normal work servicing its network and customers in the NorthernTel territory.

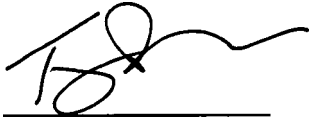
3) Ontera technicians will be utilized, as required and where capable, to perform work servicing NTL's network and customers, during regular hours of work, based on the needs of the business. For clarity, the use of Ontera technicians to service NorthernTel's network and customers during regular hours of work will be limited to situations where NorthernTel technicians are not reasonably available.

4) NTL technicians will be utilized, as required and where capable, to perform work servicing Ontera's network and customers, during regular hours of work, based on the needs of the business. For clarity, the use of NorthernTel technicians to service Ontera's network and customers during regular hours of work will be limited to situations where Ontera technicians are not reasonably available.

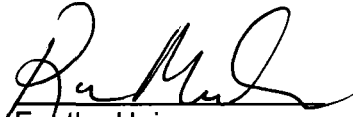
5) Any call outs and/or overtime required to service Ontera's network or customers will first be offered to Ontera technicians. If Ontera technicians are not available, then the work will be offered to NorthernTel technicians.

6) The parties agree to meet on a regular basis to discuss functioning of this sharing of work agreement.

7) Either party can terminate this agreement by giving the other party 60 days' notice.



For the Company



For the Union

February 10, 2016

MEMORANDUM OF AGREEMENT

BETWEEN

USW TC LOCAL 1976

AND

ONTERA

CONCERNING

CONTRACTING OUT OF CABLE LOCATES AND TOWER WORK

As discussed during the recently completed bargaining for the renewal of the Collective Agreement, the Company and the Union agree that cable locates and tower work may be contracted out, based on the needs of the business.

The Company commits that this contracting out will not directly result in the lay-off of any bargaining unit employees. The intent of this contracting out is to free up time of the technicians to perform other functions.

This contracting out arrangement will be in effect for the duration of the collective agreement.



For the Company



For the Union

February 10, 2016

MEMORANDUM OF AGREEMENT

BETWEEN

USW TC LOCAL 1976

AND

ONTERA

CONCERNING

AVERAGING OF HOURS

- 1. This is to confirm the understanding of the parties related to the averaging of hours of work in all of the Company's industrial establishments pursuant to subsection 169(2), 171(2) and 172(1) of the Canada Labour Code.**
- 2. The parties recognize that the nature of the work of the bargaining unit employees necessitates irregular distribution of their hours of work and wish to enter into the averaging arrangement. Accordingly, the hours of work of each of the bargaining unit employees in a day and in a week will be calculated as an average over an averaging period of twenty (26) weeks.**
- 3. The above arrangements shall become effective on signing and shall remain in force during the term of the current collective agreement.**



For the Company

February 10, 2016



For the Union

MEMORANDUM OF AGREEMENT

BETWEEN

USW TC LOCAL 1976

AND

ONTERA

CONCERNING

EDUCATION AND TRAINING

As discussed during the recently completed bargaining for the renewal of the Collective Agreement, the Company and the Union agree that Ontera bargaining unit employees are eligible to participate in the Education Assistance Program as outlined in the Company practices.

The Education Assistance Program provides financial support for employees who are interested in taking off-hour courses or programs that are reasonably related to their present job or a job in the company to which the employee may reasonably aspire.



For the Company



For the Union

February 10, 2016

MEMORANDUM OF AGREEMENT

BETWEEN

USW TC LOCAL 1976

AND

ONTERA

CONCERNING

ON-CALL COVERAGE PROGRAM

Purpose

The purpose of this program is to ensure availability of Network Service Technicians on weeknights and weekends, providing guaranteed coverage for troubles occurring within Ontera's network infrastructure, as well as those affecting customer networks or equipment.

Definitions

"On-call" is defined as the guaranteed availability of a Network Service Technician, who is fit for duty, during an assigned on-call shift.

"On-call shift" is defined as the 8 hour period that the Network Service Technician is scheduled to be on call. There will be two on-call shifts per day Monday to Friday (1601-0000 and 0001-0800), and three on-call shifts per day on Saturdays and Sundays (0001-0800, 0801-1600, and 1601-0000).

"On-call week" is defined as the period from 1601 hours Friday afternoon, until 0800 the following Friday morning (covering a total of sixteen 8 hour on-call shifts) that is normally assigned to an individual Network Service Technician.

"Coverage area" is defined as the geographical area that the Network Service Technician is responsible to cover during an on-call shift.

"Response time" is defined as the maximum time allowed for a dispatched Network Service Technician to either arrive at a Central Office within his/her coverage area, or begin remote trouble isolation from home, after being called for duty by the NOCC.

Implementation

1) The Company will determine what "coverage areas" are to be covered using the On-Call Program, and all NST's within those areas will be eligible/required to participate in the program if implemented.

2) Each coverage area will draw from a pool of a minimum of 5 Network Service Technicians, to allow for reasonable time off between on-call weeks. In coverage

areas where there are more than 5 Network Service Technicians available, the senior Network Service Technicians may opt out (senior may, junior must).

3) An on-call schedule will be created and maintained by the Dispatch group of the NOCC, with a current copy posted to the Ontera intranet for viewing by all Network Service Technicians. Each schedule will cover a 3 month period, and a new schedule will be created and posted 30 days before the end of the current schedule.

4) A Network Service Technician who is on vacation will not be required to perform on-call duty. When annual vacation requests are approved, the on-call coverage schedule will be updated by the Dispatch group to show the dates each NST is unavailable for on-call duty. The on-call shifts for those dates will be assigned to the remaining Network Service Technician's available to work.

5) The scheduling for each week of on-call service among the available Network Service Technicians will be done on a rotational basis. This would not prevent Network Service Technicians in a coverage area from collectively proposing a preferred on-call schedule to the Dispatch group for the upcoming 3 month period, to account for individual preferences.

6) Once a schedule is posted, Network Service Technician's may request an exchange or reassignment of one or more of their on-call shifts with another Network Service Technician from the same coverage area, provided the accepting Network Service Technician agrees to the exchange or reassignment, and also provided the Dispatch group is given a minimum of 16 hours' notice. (The intent here is to recognize that after an on-call schedule has been created, periodic exchanges between technicians may be necessary to provide flexibility for attending personal appointments, family matters, coordination with the on-call schedules of spouses, etc.)

7) Network Service Technicians who are on-call will be provided with a Company cell phone or pager, and provided there are sufficient vehicles available, will be allowed to drive a Company vehicle home during the on-call week for use if dispatched during an on-call shift.

8) Provided trouble tickets and/or work orders are up to date, Network Service Technicians scheduled to work 0800-1700 on any day between Monday and Friday and who are also scheduled to begin a 1601-0000 on-call shift the same day, will be permitted to leave the office at 1601 to start their on-call shift without deduction of pay.

Dispatch Procedure

1) When a trouble occurs during an on-call shift period and the NOCC determines that a Network Service Technician is required for work, they will first follow the calling procedure established in Article 8.8 (callouts by Headquarters and Seniority). Network Service Technicians not scheduled to be on-call may refuse any callout.

2) If after a reasonable period of time (to be determined by the NOCC staff taking into account the nature and urgency of the trouble) the NOCC staff is unable to secure the appropriate NST as per Article 8.8, or if the Network Service Technicians contacted as per Article 8.8 refuse the callout, they will then dispatch the on-call Network Service Technician responsible for that coverage area and on-call shift.

3) Response time for the on-call NST will be a maximum of 45 minutes from the time first contacted by the NOCC.

Compensation

Network Service Technicians scheduled to be on-call will be paid 30 minutes at overtime rates for each 8 hour on-call shift.

Periodic Reviews and Changes

An adjustment committee will be created consisting of the Director of Operations and/or NOCC manager, and the Union. The committee will meet quarterly during the first year of implementation (semi-annually thereafter), to discuss and/or make changes to the program as required to meet the needs of the participants.

In Effect

This program will come into effect as determined by Company requirements, in consultation with the Union.



For the Company



For the Union

February 10, 2016

MEMORANDUM OF AGREEMENT

BETWEEN

USW TC LOCAL 1976

AND

ONTERA

CONCERNING

WORKING CONDITIONS FOR EMPLOYEES IN MOOSONEE

As discussed during the recently completed bargaining for the renewal of the Collective Agreement, the Company and the Union agree to the following special working conditions for employees who are permanently assigned to work in the remote north and live in Moosonee.

Northern Allowance

A cost of living allowance of \$40 per week (\$1.00 per hour) will be paid on the regular payrolls to all employees with permanent headquarters at Moosonee.

Lodging

Available company owned housing will be utilized to the fullest extent possible to provide subsidized accommodation for married employees or groups of employees living in Moosonee on a single basis.

Employees living in Moosonee on a single basis and who are unable to find living accommodation will, to the extent that is available, be provided with accommodation by the company at a nominal rate of \$50.00 per month.

Employees living in Moosonee with their family and who are unable to find living accommodation will, to the extent that is available, be provided with accommodation by the company at a nominal rate of \$35.00 per month. Employees who occupy company owned housing with their families will be responsible for the full cost of all services.

Travel Days

Employees will be provided with four paid travel days per calendar year to travel to and/or from Moosonee. The purpose of these days is to compensate employees for travel time when leaving or returning to Moosonee for vacation or other personal needs.

Travel Costs

The company will pay the cost of four return train fares per calendar year between Moosonee and Cochrane for the employee and his family.

The company will pay 50% of the cost of one round trip vehicle transfer per calendar year by rail between Moosonee and Cochrane.

Moving of Household Effects

The Company will pay the full freight costs of moving the employee (and his family's) household effects by rail between Cochrane and Moosonee. For clarity, the Company will pay the freight costs related to the initial move to Moosonee and will also pay the freight costs related to returning the household effects to Cochrane when the employee permanently leaves Moosonee for a position within the company at another location/headquarters.



For the Company



For the Union

February 10, 2016

MEMORANDUM OF AGREEMENT

BETWEEN

USW TC LOCAL 1976

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JOB PROTECTION FROM CONTRACTING OUT AND ENHANCED SEVERANCE

Whereas the Company and the Union have agreed to eliminate the Employment Security and Income Maintenance Agreement (ESIMA);

Whereas the Company has no plans to reduce the USW membership further than the levels already contemplated in the T.O.& O. Agreement ending October 1st 2016;

Whereas the Company has an interest to maintain operational flexibility of contracting out while allowing for an increased sharing of resources;

Whereas the Union wishes to provide job security and maintain the highest bargaining unit staffing levels as possible;

The parties agreed as follows:

1) Employment levels of the USW at Ontera will not fall below 35 people, as a result of contracting out bargaining unit work;

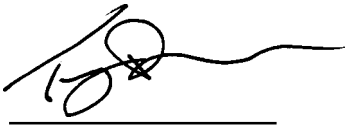
2) The Company may declare regular employees surplus as a direct result of outsourcing, in accordance with the new provisions of Article 4 – Displacement, Recall, and Workforce Adjustment, as long as at least 35 employees remain employed by the Company.

3) Employees declared surplus, following contracting out, will be entitled to the following termination allowance:

(a) Employees, hired on or before February 17, 2004, will be entitled to 2 months of pay per year of service, calculated on the employee's base hourly rate, to a maximum of 36 months (less applicable deductions).

(b) Employees, hired on or after February 18, 2004, will be entitled to 1 months of pay per year of service, calculated on the employee's base hourly rate, to maximum of 18 months (less applicable deductions).

4) This Memorandum of Agreement shall remain in full force and effect until December 31, 2019.



For the Company



For the Union

February 10, 2016

MEMORANDUM OF AGREEMENT

BETWEEN

USW TC LOCAL 1976

AND

ONTERA

CONCERNING

WAGE ADJUSTMENTS

The Company agrees to provide the following wage adjustments during the new collective agreement:

1.75% lump sum to all active employees as of the signing date. The lump sum will be based on annual base rate as of December 31, 2015.

1.75% wage increase retroactive January 1, 2016 (Help Desk Technicians will receive a lump sum payment of 1.75% of annual base rate in lieu of increase).

1.75% wage increase on January 1, 2017 (Help Desk Technicians will receive a lump sum payment of 1.75% of annual base rate in lieu of increase).

2.0% wage increase on January 1, 2018 (Help Desk Technicians will receive a lump sum payment of 2.0% of annual base rate in lieu of increase).

2.0% wage increase on January 1, 2019 (including the Help Desk Technicians).



For the Company



For the Union

February 10, 2016